



OLD TEMPLE BAR

from a drawing by H. K. Looker

## FIDELITY GUARANTEE

### Court Bonds

To High Court	For Liquidators
Chancery	Receivers, &c.
High Court	Administrators
Probate	
Masters in	Receivers and
Lunacy	Committees

are granted, and all Classes of Fidelity Guarantee transacted.

The Probate Court accept the Society in its corporate capacity as Surety in place of two personal Sureties.

**LEGAL & GENERAL  
ASSURANCE SOCIETY LTD.**  
10, Fleet Street, London, E.C.4

NEAR TEMPLE BAR

ESTABLISHED 1856

Capital fully subscribed, £1,000,000  
(Paid up £160,000)  
Assets 14½ Millions



General Manager: W. A. WORKMAN, F.I.A.

## The Solicitors' Journal and Weekly Reporter.

(ESTABLISHED IN 1857.)

LONDON, MARCH 3, 1923.

ANNUAL SUBSCRIPTION, PAYABLE IN ADVANCE.

£2 12s.; by Post, £2 14s.; Foreign, £2 16s.

HALF-YEARLY AND QUARTERLY SUBSCRIPTIONS IN PROPORTION.

\* \* The Editor cannot undertake to return rejected contributions, and copies should be kept of all articles sent by writers who are not on the regular staff of the JOURNAL.

All letters intended for publication must be authenticated by the name of the writer.

### GENERAL HEADINGS.

CURRENT TOPICS .....	343	IN PARLIAMENT .....	352
SUPER-TAX AND PRIVATE COMPANIES ..	345	SOCIETIES .....	353
TRANSFER OF RISK TO BUYERS OF		CHADWICK LECTURES .....	354
CHATELAIN .....	346	LAW STUDENTS' JOURNAL .....	354
THE LAW OF PROPERTY ACT, 1922 .....	347	OBITUARY .....	354
SERJEANTS-AT-LAW .....	348	LEGISLATION .....	355
THE NEW STATUTES .....	348	COURT PAPERS .....	356
RES JUDICATA .....	349	WINDING-UP NOTICES .....	356
REVIEWS .....	349	BANKRUPTCY NOTICES .....	356
BOOKS OF THE WEEK .....	349		

### Cases Reported this Week.

Atkin v Rose and Another .. .. .	350
Franco v Dutto .. .. .	351
In re Tetley: National Provincial & Union Bank of England v Tetley .. .. .	350
Wills v May .. .. .	350
Wood v Manchester Corporation .. .. .	351

### Current Topics.

#### The City of London Solicitors' Company Dinner.

THE DINNER given by the City of London Solicitors' Company last Tuesday, with their accustomed hospitality, suffered from the absence of the Lord Chancellor who was to be the guest of the evening, and who, it may be presumed, would have had something interesting to say as to his projected schemes of legislation. Time is running on and the profession—especially conveyancers—will be glad to hear what progress is being made with the recasting of the Law of Property Act, and to what extent it is proposed to amend it. In the absence of Lord CAVE, Lord SOUTHBOROUGH—a title which disguises the more familiar name of Sir FRANCIS HORWOOD, and is the reward of long services to the State since he started as Assistant Law Clerk of the Board of Trade in 1885—spoke for the Houses of Parliament and gave a well deserved commendation of the work which is now done by the House of Lords, especially in the consideration of Private Bills and the discussion of questions of public interest; and perhaps we may add, without offence, that it is to a very large extent the legal element in that House which gives importance to its debates.

#### The Rent Restriction Proposals.

IT APPEARS that the Government have definitely resolved that the proposals of the new Rent Restriction Bill shall continue the protection of all houses till June, 1924, and the further continuance of the higher rented houses is to depend in some way on a resolution of either House of Parliament. But the Bill, it is stated, will not be ready till next week, and the exact proposals have not been published. It is to be hoped that it will contain clear provisions as to matters which at present are left ambiguous, such as the amount of furniture or attendance which will put a house or flat outside the Act; though, if the distinction between furnished and unfurnished houses is maintained, as presumably it will be, there may be a difficulty in drawing an exact line; at any rate there is now a definite ruling

that the amount of furniture must be substantial: *Crane v. Cox*, ante, p. 335. The Rent Restrictions (Notices of Increase) Bill was read a second time on 22nd February by 288 to 196, but there was naturally a good deal of difficulty in explaining the curious position which has arisen in consequence of *Kerr v. Bryde*, and in justifying the different treatment of tenants who paid the unlawful increases and cannot now recover them, and tenants who delayed paying and now will not have to pay; i.e., up to 1st December last which has been taken as the test date.

### The late Sir Charles Gill, K.C.

SIR CHARLES GILL had been so long in retirement from active practice owing to ill-health that most persons were probably surprised to learn last week in the obituary notices of his death, that he had only just passed the age of seventy. A remarkably able and successful jury advocate, especially in criminal cases, he was compelled to abandon active or sustained work as the result of ill-health while still in the very prime of life, and therefore never succeeded in attaining the highest rungs of the professional ladder. His earlier years at the Bar were spent in the chambers of LORD RUSSELL OF KILLOWEN, and when that great advocate took silk, GILL and the late MR. FIELDEN CRAIES took chambers together in Temple Gardens, where they became well known as the most successful criminal bar junior and the most learned criminal jurist of the day. MR. CRAIES edited "Archbold," and drafted statutes consolidating the criminal law; GILL used in the battles of the court the learning digested by his friend and colleague. It was when SIR CHARLES RUSSELL reached his greatest eminence at the Bar that GILL leapt into public notice; for most counsel feared to cross swords with the domineering personality of RUSSELL, but GILL was fearless, and "stood up" to him in knightly fashion. Apart from courage and persistence, GILL had two qualities very useful at the Old Bailey, great understanding of the common juryman's mind, and a quiet conversational style of extreme lucidity and simplicity. Indeed, he resembled the famous SCARLETT more closely than any modern practitioner. The peaceful close of long-continued ill-health which has now added him to the "Choir Invisible" of famous advocates, leaves us, perhaps, no present-day practitioner at the Central Criminal Court who can be regarded as the equal of the masters who flourished there in the closing decade of the nineteenth century.

### The Criminal Justice Bill.

THE CRIMINAL JUSTICE BILL, which was one of the measures suggested in the King's Speech, has been introduced in the House of Lords by the Lord Chancellor, and read a second time. It is mainly founded on the Reports of three Committees appointed by Lord BIRKENHEAD when Lord Chancellor—the Committee on the detention in custody of prisoners committed for trial, over which Mr. Justice HORRIDGE presided (see 66 SOL. J., p. 244); the Committee on the Responsibility of a Wife for crimes committed under the Coercion of her Husband, over which Mr. Justice AVORY presided (66 SOL. J., pp. 549, 566); and the Committee on Alterations in Criminal Procedure (Indictable Offences) appointed in October, 1921, with Sir A. H. BODKIN, Director of Public Prosecutions, as Chairman, whose Report dated 6th December, 1921, has only just been presented. One of the suggestions of the first Committee was that power should be given to magistrates, when they had decided to commit a prisoner either to Assizes or Sessions, to commit to any Assize town or Sessions convenient in time and place, and it was shewn by examples how in this way the time of detention might be materially shortened. Clause 8 of the Bill proposes to give effect to this suggestion, but it has a proviso which, unless a case of undue hardship is made out, will prevent the power of removal being exercised if Assizes for the usual place will be held within two months, or Quarter Sessions within six weeks. This seems to be an undue restriction of the power of removal.

### The Doctrine of Marital Coercion.

THE CIRCUMSTANCES which caused the appointment of the Committee on Marital Coercion are still fresh in mind. At present in all felonies, except treason and murder, and in all misdemeanours, there is a presumption that a wife who commits the crime in the presence of her husband acts under his coercion and she is not responsible. The Committee proposed that the doctrine should be abolished, and that the wife should be placed on the same footing as other persons, that is, entitled to prove coercion as a fact, where such a defence would be open to any other accused persons, but not entitled to rely on the presence of the husband. This recommendation is embodied in clause 24 of the Bill, which runs:—"Any presumption of law that an offence committed by a wife in the presence of her husband is committed under the coercion of the husband is hereby abolished." On the Second Reading debate in the House of Lords Lord BUCKMASTER objected to this change, and considered that the existing presumption corresponds in ordinary cases to the actual fact of marital influence. "We cannot change a woman's nature by giving her a vote, or by enabling her to sit on the Bench, or by all the legislation you have passed recently." That, of course, is so, but we doubt whether woman has ever in fact been the submissive creature that the presumption assumes. At any rate Lord BUCKMASTER's view did not find support, and we do not think it will prevail.

### The Extension of Quarter Sessions and Summary Jurisdiction.

PROBABLY THE MOST important clauses of the Bill are the first two. Clause 1 confers on Quarter Sessions jurisdiction to try a number of offences which at present can only be tried at Assizes. They are specified in the First Schedule to the Bill, and include bigamy, unlawful combinations and conspiracies to cheat and defraud, offences under s. 13 of the Criminal Law Amendment Act, 1885 (keeping brothels), and certain offences under the Forgery Act, 1913, and Larceny Act, 1916. And clause 2 enables certain offences, which are now triable only at Assizes or Quarter Sessions, to be dealt with summarily by magistrates. These offences are specified in the Second Schedule. They are arranged under fourteen heads, including various offences against the person and property, and coinage offences, and also attempted suicide. The offences against the person include indecent assault on a person, whether male or female, who, in the opinion of the court, is under sixteen. This is already triable summarily by the Children Act, 1908, where the accused consents. Sir A. H. BODKIN's Committee, after considering the important part which Courts of Summary Jurisdiction now play in the criminal procedure of the country, and saying that, generally speaking, their decisions were acceptable, submitted with confidence that the summary jurisdiction to try indictable offences might be considerably enlarged, and on this opinion clause 2 is based.

### The Grand Jury System.

THE BILL touches in a half-hearted way the Grand Jury question, and does not touch at all the question of the re-arrangement of Assizes. Clause 3 provides for the abolition of grand juries at Quarter Sessions, but there is no clause dealing with them at Assizes. Lord CAVE, in moving the Second Reading of the Bill, pointed out that grand juries were suspended during the war with a considerable saving of expense to the country, and so far as he knew no harm resulted; and he referred to numerous protests which had been received from grand juries at Quarter Sessions against the waste of time and expense which the system involved. When the war was over the question was referred to the Judges, and the majority were in favour of the continuance of the system, at all events at Assizes; but they were not so sure about Quarter Sessions. Apparently Lord CAVE, knowing Quarter Sessions very well—he was for nearly twenty years Chairman of the Surrey Sessions—is quite sure that grand juries are no good, and he proposes to abolish them. If he

had the same experience of Assizes, no doubt he would abolish them there as well, and Lord HALDANE, with good reason, pointed out that his speech was really in favour of the larger proposition—the abolition of the grand jury altogether. But Lord CAVE in his actual proposals stops short of this and defers to the majority opinion of the Judges. The question was discussed in these columns a year ago, and we think it was made clear that the grand jury, however necessary it may be for ornamental and social purposes, has no real influence in the administration of justice.

### The Circuit System.

THE BILL, as we have said, does not touch the question of the re-arrangement of Circuits, not, Lord CAVE says, because he is in the least afraid of dealing with the matter, but because the Bill is not one in which that subject ought to be dealt with. At the same time he is not in favour of a radical change, though the subject is under consideration, and if the Government should have any proposal to make it will be embodied in a later Bill. Indeed, any such proposal could hardly be made until Mr. Justice RIGBY SWIFT's Committee has reported. On this matter a learned correspondent writes: "It is clear that one of the objects of the Criminal Justice Bill is to prepare the way for the gradual abolition of most of the smaller assize towns. Considerations of expense, of course, largely demand this reform, which otherwise cannot be regarded as wholly beneficial. The effect of the proposals in the present Bill will be to strip the Assize Courts so completely of nearly all exclusive jurisdiction that, except when a homicide or rape, or some similar very grave indictment is about to be preferred, there will ordinarily be no criminal work for a judge to do. At the larger assize towns, of course, there will be civil business. At those towns specially selected as centres of divorce jurisdiction, this class of action is bound to gradually increase in numbers. In the great centres of population, then, it seems that at the end of the next decade or two, the Assize court will be in the main a civil court, with a good deal of divorce jurisdiction in addition, and an occasional criminal trial of importance. Such a court will tend to sit—as at present in Liverpool—over a fairly extended period of time; and the four Assizes may easily expand into four terms. The result, once this change has definitely come into being, would be that the High Court will gradually have become a court sitting in Local Divisions."

### Women Jurors who refuse to retire.

AN EXTRAORDINARY contention was incidentally raised before the Court of Appeal in *Nelson v. Moir*, *Times*, 17th February. Here an action had been tried before Mr. Justice MCCARDIE, in which questions of grossly indecent conduct arose, and two women jurors had refused to retire from the jury box when invited by the judge to do so. The plaintiff obtained a verdict for slander and £500 damages, and the defendant now asked for a new trial. One of the contentions of counsel, not very clearly expressed in the reports, would appear to have been that the judge, in the exercise of his statutory discretion, should have decided that in this class of case justice would not be done if a woman were on the jury, and should have withdrawn the juror to substitute a new juror, on the refusal of the women to retire. Clearly such an exercise of his discretion would have been possible for the learned judge, since the statute gives him the right of deciding that any case is unsuitable for a feminine jury; but it is idle to contend that he was bound to exercise it. The Court of Appeal felt it necessary to emphasize their view that the sex of members of the jury is not a matter on which, in any normal circumstances, counsel is entitled to place reliance on an appeal.

In consequence of indisposition, Mr. Justice Coleridge was unable to attend the Central Criminal Court on Thursday, 22nd February, to begin the trial of cases in his list. The business in his lordship's court was postponed until this week.

## Super-Tax and Private Companies.

### IV.

3. *The Assessment of the Tax.*—If the company has not during its financial year distributed to its members a reasonable part of its actual income, to be determined in manner described last week (*ante*, p. 329), then the Commissioners may direct that for the purposes of assessment to super-tax, "the said income of the company" shall be deemed to be the income of the members, and the amount thereof shall be apportioned among the members: s. 21 (1). The "said income" is the actual income from all sources just referred to, and the effect is curious, for, *prima facie*, income might be taxed twice over. Thus, suppose the actual income is £20,000, of which £16,000 ought to be distributed and £4,000 put to reserve; but in fact only £6,000 has been distributed and £14,000 put to reserve; so that the company has put to reserve £10,000 which ought to have been distributed. It might be supposed that it is this £10,000 which is to be treated as the income of the company, and apportioned among the members; for £6,000 has been already distributed and £4,000 is properly put to reserve and ought not to be distributed. But according to the section, the whole £20,000 is to be deemed to be the income of the members and apportioned among them.

But this is only an apportionment of income; we still have to see how the actual assessment is made. The apportionment is "for the purposes of assessment to super-tax." In the instance just given, suppose one shareholder, A, holds three-quarters of the shares in the company, and another shareholder, B, holds one hundredth part of them. Of the £20,000, £15,000 will be apportioned to A, a clear case for super-tax, and £200 will be apportioned to B; whether this involves B in liability to super-tax depends on his other income. Then s. 21 (2) goes on to provide that any super-tax chargeable under the section in respect of the amount of the income apportioned to any member of the company shall be assessed on "that member in the name of the company," and, "subject as hereinafter provided," shall be payable by the company, and the provisions of the Income Tax Acts, and the regulations thereunder as to super-tax assessments and as to collection and recovery, are to apply. Following out our example, it looks as if A would be assessed on the whole £15,000, "in the name of the company," although he has already received £4,500 and will have included it in his own super-tax return, and his share of £4,000 properly put to reserve, namely, £3,000, ought not, on principle, to pay super-tax at all. But the duplicate charge is, as we shall see, prevented by a later provision, though the charge on the income properly put to reserve appears to remain.

To pass to the actual payment of the tax: under s. 21 (3) a notice of charge will in the first instance be served on the member, and if he does not within twenty-eight days elect to pay the tax, a notice of charge will be served on the company, and the tax will thereupon be payable by the company.

Then we come to s-s. (4), which deals with the two points we have noticed above. According to the first paragraph, undistributed income which has been assessed and charged to super-tax under the section will, when subsequently distributed, be deemed not to form part of the total income of any individual. Thus we were right in concluding that the whole income of the company, including the income properly put to reserve, is to pay tax; but when, if ever, it is distributed as income, it is not to bear tax again. In our example, A or the company will pay super-tax at once on £3,000, his share of the proper reserve; but if it is ever distributed, it will not pay super-tax again. In other words, the Commissioners, having once brought a company within the section, make sure of getting the entire super-tax at once, although only a part may be, on principle, immediately payable; i.e., the tax on the income which should have been, but has not been distributed: in our example £10,000. But the tax is also immediately payable on the proper reserve of £4,000. This is a penalty for not distributing "a reasonable part" of the income.

The second paragraph of s. 21 (4) deals with the question of double tax. Where a member of a company has been assessed to and has paid super-tax, otherwise than under the section, in respect of any income which has also been assessed and upon which super-tax has been paid under the section, he will, on proof of this, be entitled to repayment of so much of the super-tax so paid by him as was attributable to the inclusion in his total income of the first-mentioned income. Thus, if A has been assessed and has paid super-tax on the £4,500 distributed to him in the ordinary way, and has also been assessed and has paid on £15,000, his share of the company's total income, which includes the £4,500, he will be entitled to a return of the tax on £4,500. This shows that we were also right in saying that, on the language of s. 21 (1) the super-tax charged under the section is charged on the total income, notwithstanding that part has been distributed and has become chargeable apart from the section.

There remains the case of B, to whom £200 of the total income has been apportioned. We will assume that his own total income, including this £200, does not make him liable to super-tax. In the debate on this point it was assumed that he would nevertheless be assessed on the £200, and an amendment was proposed with the object of throwing his tax on the wealthier members, such as A, but the amendment was withdrawn on the assurance of the then Chancellor of the Exchequer that an endeavour would be made to meet the point: see *Hansard*, H.C., Vol. 156, cols. 1514-15 (cited *ante*, p. 309). We suggest however, that no super-tax is payable at all on the income apportioned to B. The £200 is apportioned to him "for purposes of assessment to super-tax," but when so apportioned it does not raise a case for assessment and no assessment would be made. It will be interesting to see if the Inland Revenue really find it necessary to introduce any amending provision on the point in this year's Finance Bill.

We have already noticed (*ante*, p. 290), that when super-tax is paid under the section, corporation profits tax for the same period will be repaid: s. 21 (5). It is not clear how this will work if, in fact, as we suggest, some members are not liable to super-tax, and the tax is not paid on the share of income apportioned to them. And we have already noticed, too, that the first assessment to super-tax under the section will be for the year 1923-24. It will be very interesting to see how this new scheme of company taxation works in practice.

(Concluded.)

## Transfer of Risk to Buyers of Chattels.

THE interesting case of *Sterns, Limited v. Vickers Limited*, 1923, 1 K.B., 78, in which the Court of Appeal reversed a decision of Mr. Justice SHEARMAN, illustrates a novel point in the common law of transfer by sale of chattels. Vendors had sold to purchasers 120,000 gallons of commercial spirits, being part of a larger quantity then lying in a tank belonging to a storage company. The vendors completed the transaction by handing to the purchasers a "delivery warrant" on the storage company; i.e., an order on the latter to deliver the quantity sold to the purchaser, which order is also in law an undertaking of the storage company so to deliver the goods. In substance, it amounts to an assignment of the chattels comprised within it from the sellers to the buyers, evidenced by transfer of the document of title. Had there been no spirit in the tank except the 120,000 gallons specified in the delivery order, no complications as to the legal right of the parties could well have arisen. The property, deposited with a bailee at the moment of sale, would have been transferred from the sellers to the buyers on the passing of the document from the one to the other; thereafter the bailee would have held it as agent for the buyers. And, in accordance with the well-known common law rule, in the absence of an intention to the contrary, the risk passes with the property.

But the assignment was not the transfer of chattels clearly ascertained and separated from other goods; it was the assignment of a certain quantity of a "fungible," which might be satisfied by the delivery of any of the spirit contained in the store. It looks, therefore, as if the goods sold were not "ascertained" until they were "severed," for the purpose of delivery, from the rest of the contents in the tank. This makes it possible to suggest that the transfer of the document of title was not equivalent to transfer of the chattels, because the latter were not yet "ascertained goods" at the date of the transfer. And this in fact was contended for the buyers; indeed, in the events that happened, it became vital to their interests so to contend. For, after acceptance of the delivery warrant by the buyers, but before severance of the spirit by the bailees, circumstances caused the bulk of the spirit in the tank to deteriorate in quality. The sellers contended that the property and the risk had passed to the buyers. The buyers replied that the property and the risk remained that of the sellers until severance, and that therefore the contract of sale had not been performed by the delivery to them of spirit which had deteriorated so as to be no longer of the quality warranted on the purchase.

Obviously the case turns on the interpretation to be placed on the transaction in the light of ss. 16 and 17 of the Sale of Goods Act, 1893, which vest in the buyer goods specific and ascertained at the date of the sale, so as to pass to him both property and risk, but do not vest in him "unascertained goods" to which something has to be done, before they are in a deliverable state; such "unascertained goods" remain vested in the seller until placed in a deliverable state. *Prima facie*, the sale of a quantity only of spirit stored in a tank seems rather like a case of "unascertained goods," which must be "severed" before they are "in a deliverable state"; and one is not surprised to find that Mr. Justice SHEARMAN took this view. But in order to do so, he had to overrule the case of *Whitehouse v. Frost*, 12 East, 614, decided in 1810; and it is not unnatural that the Court of Appeal refused to follow him in this course.

In the case just cited, *Whitehouse v. Frost*, the facts were very nearly on all fours with those in *Sterns v. Vickers*, *supra*. D owned a tank containing forty tons of oil. He sold ten tons to F. Then F resold these ten tons to T and gave him a delivery order on D which D accepted and agreed to honour. Thus D stood in the position of the bailees holding the oil in the storage tank; F was the seller of the "unsevered oil," and T the buyer holding a delivery order. But before severance, T went bankrupt and the question arose whether the property had passed to him. The King's Bench held, in an action of trover brought by the assignee in bankruptcy against the bailee, that the oil, although unsevered, had passed to T, so that it was his property and therefore, that of the assignee in bankruptcy. The reason for the decision was that the oil, although unsevered, is a fungible which is severable at any moment without the addition of any process of manufacture or craftsmanship; the severance is merely a mechanical act of conveyance or transport, not one which changes the character of the chattel. Therefore, the oil or spirit is in a "deliverable state," all the time it is in the storage tank; severance does not create this "deliverable state," but merely effects the mechanical operation of delivery. Moreover, the fact that the vendors transferred to the purchasers a delivery order on a third party implies that they regarded the chattel as in a "deliverable state" for the purposes of the performance of their contract of sale.

Now, curiously enough, although never overruled, *Whitehouse v. Frost*, *supra*, has not been regarded with favour by practitioners in the Commercial Court. It is described as being generally discredited in BENJAMIN on Sale, 6th Edition, p. 378. In *Austen v. Craven*, 1812, 4 Taunt., 644, and again in *White v. Wilks*, 1813, 5 Taunt., 176, both cases very similar to it, an action in trover by the purchasers against the sellers failed; but in neither of these cases was the oil held by a bailee for the seller, and that difference is very important. The sale of oil by A to B, when the oil is not yet placed in a vessel for sale, seems a mere

executory agreement to get and deliver the named quantity of oil, and not a "bargain and sale" of specific ascertained oil at all. But when the oil sold is in the hands of a third party, the transfer of a delivery order on him by the seller to the agent seems to change the contract from an "executory" agreement to sell future goods into an actual sale of present goods; otherwise the giving of the delivery order seems unintelligible. The cases quoted, then, hardly support BENJAMIN'S view that they discredit and overrule *Whitehouse v. Frost*.

This whole question of the interpretation to be placed on the sale of a portion of an existing, but undivided stock of chattels, is a difficult one. It has come before the court in more than one leading case. In *Inglis v. Stock*, 1885, 10 App. Cas. 263, Lord BLACKBURN delivered in the House of Lords a luminous judgment in a case where the purchaser of so many bags of sugar out of a warehouse filled with sugar, contended that he had no insurable interest in the sugar because his bags were "unascertained." Lord BLACKBURN showed that, although the particular bags of sugar to be delivered had not been severed, yet the sugar was in fact already divided and put into bags, all of equivalent value, so that the seller had only to perform the mental act of selection and the physical act of handing over the bags in order to fulfil his contract. But in any case, as Lord BLACKBURN pointed out, the buyer had at least a joint undivided interest in the whole stock of sugar, so that he had an insurable interest in that.

This acquisition of an "undivided interest," however, does not pass the property unless and until the vendor performs the mental operation of selecting and appropriating the goods to the particular contract. This was held in *Gillett v. Hill*, 1834, 2 Cr. & M. 530, where BAILEY, J., showed clearly that the goods remain unascertained until "appropriated." But such ascertainment and appropriation, surely, takes place when the owner takes the step of giving the purchaser a delivery order on the bailee of the goods which enables the purchaser to make the selection himself. Here there is a final abandonment of his rights by the seller, and therefore an "appropriation" by him to the contract. Thus, in such a case as the one on which we are commenting, it seems clear that the property had passed to the buyer on the issue of the delivery order, and therefore the risk had passed as well. This view, taken by the Court of Appeal, is justified by Lord Justice SCRUTTON in an able judgment well worthy of careful perusal.

## The Law of Property Act, 1922.

### The Middlesex and Yorkshire Registries.

(Continued.)

WE noticed last week that, in Yorkshire, all assurances and wills of land are entitled to be registered, and that, in order to secure priority over subsequent dispositions, they must be registered. But this is the only sense in which a person interested in land "must" register his instrument of title. Hence, when s. 6 of the Act of 1922 says that it shall not be deemed "necessary" to register an instrument unless it disposes of a legal estate, this seems to overlook the fact that it is only the desire to secure priority under s. 14 of the Yorkshire Act which imposes any necessity for registration, and unless the Legislature provides that equitable assurances shall have priority in order of time without registration, it is useless to say that it shall not be deemed necessary to register them. This, however, the Legislature has not so far done, and since s. 14 is not expressly touched, it appears that the proper course will be to continue to register all assurances and so secure statutory priority.

It may be said that this result is inconsistent with s. 3 of the present Act, which is intended to protect a purchaser of a legal estate against equities, and that a registered equitable interest will be overridden notwithstanding the priority given it by s. 14 of the Yorkshire Act. It was apparently on such a view of the altered clause which now forms s. 3 that the express protection given by clause 6 in its original form was withdrawn. In its original form clause 6 had a sub-clause protecting a purchaser of a legal estate against registered equitable interests, which would be overridden by the conveyance, but this was struck out

when clause 3 was altered as being unnecessary: see first Memorandum to the Bill of 1922, p. iii. At the same time the words which now form the end of s. 6 were added:—

"Nor shall the registration of the memorial of any instrument not required to be registered be effectual or operate to give notice of the contents thereof."

Presumably this was done because s. 3 preserves to some extent the effect of notice, and it was desired to strengthen in Yorkshire the effect of the conveyance of a legal estate by securing that registration shall not be notice. In fact, it never has been notice where no search is made: see *Manks v. Whiteley*, 1911, 2 Ch., p. 457. In future, apparently, registration of an equitable interest is not to be notice even if a search is made.

It may be that we have gone too far in saying (*ante*, p. 330) that the statutory priority gained for equitable incumbrances by registration—i.e., by s. 14 of the Yorkshire Act—remains untouched. It probably is to a large extent overridden by s. 3; but to what extent it is overridden depends on the effect of that section. Moreover, even if it is overridden by a conveyance to a purchaser, and transferred from the land to the proceeds of sale, registration will still, it seems, determine the order of priority as between the various persons interested in those proceeds. It will be noticed that the Act of 1922, while making these special provisions as to local registries, does not attempt a revision of the Middlesex and Yorkshire Acts as a whole, nor has such a revision been suggested. Only experience can show how far the existing systems of registration of deeds will be affected when the present Act, or the Acts to be substituted for it, come into operation. A further reason for continuing to register all assurances is that s. 3 only applies to purchasers of a legal estate; and priority will depend on the register for all purposes other than sales or mortgages.

As to further advances, the present position appears to be that a registered mortgage originally made to cover further advances is a good security under the Yorkshire Act for further advances—but if a limit is specified, only up to that limit—against a second mortgage, whether registered or not, of which the mortgagee has no notice at the time of the further advance. And as we have seen, if he does not search, registration is not notice. But if the original mortgage does not cover further advances, then a fresh charge must be registered, and this will be postponed to an intermediate registered charge: see *Laws of England*, Vol. 21, p. 337. This distinction between mortgages which are originally framed to cover further advances, and those which are not, is not reproduced in para. 8 (3) of Sched. II, which provides:—

"(3) After the commencement of this Act, the right of a prior mortgagee to make further advances to rank in priority to subsequent mortgages (whether legal or equitable) without an arrangement being made with the subsequent mortgagees, shall depend on whether he had notice of the subsequent mortgages at the time when the advance was made by him."

And then follows para. 8 (4), which we have already quoted (*ante*, p. 330), and the effect of which is that, as regards further advances in Yorkshire, registration is not to be notice of an incumbrance, if the incumbrance was not registered at the date of the original advance, or when the last search (if any) was made, but in other respects registration is to operate as notice. Thus it would appear that a registered mortgagee will be safe in making further advances even if his mortgage was not originally framed so as to cover these; provided he does not search and thus get notice of a subsequent mortgage: though we doubt if this is in fact intended. If so, it is a great extension of the powers of a first registered mortgagee. And then para. 8 (4) provides that in other respects registration shall operate as notice; and this apparently applies equally to legal and equitable mortgages, although, by s. 6, as we have seen, registration of an equitable charge is not to operate as notice.

As we observed last week, Sched. VII, para. 1, which extends the system of registration of land charges under the Land Charges Act, 1888, provides (s-s. 7) that any matter constituted a land charge by the Act of 1922 may be registered in the local deeds registry—i.e., as regards land in Yorkshire, in the appropriate Yorkshire Registry—instead of under the Act of 1888; but since this refers only to the new land charges, such as equitable charges and restrictive covenants, it does not exclude search in the Registry under the Act of 1888, and seems in this respect to be defective.

Upon a consideration of this subject as a whole it will probably be found that the endeavour to adapt the local registries to the new system of conveyancing will require careful study and possibly some amendment.

Mr. James Fawcett Wood, of St. Vincent's-road, Southend-on-Sea, solicitor, who died on 12th January, has left a fortune of £61,340, with net personality £54,795. The testator gives £3,000 to his clerk Arthur Cook; £100 to his clerk Alen Alfred Harradine; £50 to his clerk Henry Frank Gafga; £20 each to his other clerks; and 50 guineas to his nurse, Walter Benjamin Ward.

## Serjeants-at-Law.

CURIOSITY is sometimes felt as to the origin and meaning of the now extinct order of Serjeants-at-Law, the oldest at the English Bar. It seems reasonably clear that the social order of Medieval England, as of Medieval Europe, everywhere within the area once conquered by the Romans, was based in the main on that of the Roman Empire. It was modified, indeed, in two ways. The Teutonic bands of freemen who settled here in the fifth to the tenth centuries introduced a mass of local customs, on the whole of an individualistic and democratic nature which partially counteracted the feudalism, the centralisation, and the clericalism originating in the Roman model. Also the old tribal systems of Celtic Britain, described in Seebohm's "Village Communities," and "Tribal System of Wales," had partially survived, giving to the parish institutions of England a semi-communal character, and possibly the "gilds" had something to do with the communal element, although that is extremely doubtful. But such modifications, Teutonic or Celtic, individualistic or communalistic, were but subordinate and partial elements in the imposing structure of European Social Order, here and on the Continent. That was in the main the result of a gradual disintegration and weathering down at the hands of time and circumstances of the vast orderly coherent Roman system of the Later Empire.

In Imperial Rome there existed two classes of lawyers, the *Procuratores* and the *Jurisprudentes*. The former were men of business, who acted as agents for their principals, and were the forerunners of the attorney; they charged fees and costs for their services. The latter were, in theory at least, courtiers attending the King's court (the palace, not the later Law Courts)—at least in later days when the system was applied in Kingdoms—and giving honorary services as advocates before the King in order to increase their clientèle and prestige. They were "patrons" of their client, and advanced his suit by approaching the King or his Ministers. It was only an accident of their functions that they occasionally pleaded in the Courts. Gradually such courtiers tended to get offices at the King's court, often of a wholly nominal kind: their mode of tenure was known as "Grand Serjeanty" or "Petty Serjeanty." "Serjeants" is simply a Norman-French corruption of the Latin "*Servientes*," i.e., men serving the King in his household or about his court. The "Serjeants" or "Apparitors" or "Messengers" of the King gradually got specialized into three classes: (1) military serjeants, or "*serjeants d'armes*," who "served" in the army as cavalymen, with numerous footmen subordinates; (2) *fratres servientes*, or members of the great military orders of clergymen, such as the Templars and the Hospitallers; and (3) the King's "Serjeants-at-law," who held offices in his *Curia Regis*, whether as judges, chancery officials, or counsellors.

Serjeants-at-Law, are first definitely described in the "Mirror of Justices," and they are named in the contemporary statute, 3 Edw. I, c. 29. At that time, two classes of pleaders had come into existence, the *Serviens ad legem* and the *Apprenticius ad legem*, or serjeant and outer barrister respectively. The *Apprenticius ad legem* must be distinguished from the *Student ad legem*: the latter was a mere student of law attending the court of the King or the household of the Chancellor, and residing under discipline in one of the Inns of Court or Inns of Chancery. But the *Apprenticius* was a fully-fledged pleader who could appear at the "outer bar" and, after seven years he could become a "serjeant" and plead from within the bar. In earlier days, indeed, the "outer barrister" was a mere draftsman of pleadings, at least in the various branches of the *Curia Regis*, although he could be heard for a client in the lesser and the local courts.

Serjeants gradually became a definite order of the Bar. All judges were required to be serjeants. Serjeants had exclusive right of audience in the Common Pleas Court, a distinction they retained until it was superseded by the arrangements under the Peelite Reforms of 1845. They had in the early part of their career the sole right of being heard from within the Bar, but gradually this privilege was lost and became the prerogative of the new Tudor Order of King's Counsel, and of others who were granted by the Chancellor "patents of precedence." They dwelt in a special Inn, the Old Serjeants' Inn, and had to retire from their own Inn of Court on attaining the dignity of serjeant—a penance imposed also on the judges when they attained the Bench and became, of necessity, members of the Order of the Coif. Their dignity and importance is indicated in the lines of Chaucer:

"A serjeant of the law, wary and wise,  
That, often had y-been at the Parvis."

The "Parvis," we should explain, was the porch of St. Paul's Cathedral, the pre-Wren building, where each Serjeant had his particular pillar at which he held interviews with his clients. This curious custom indicates very clearly the partly religious, partly courtierly, origin of the order, and the theory that their relations with their clients were honorary relations based on a desire for service and charity.

Serjeants were a definite "order" of the realm, and had social precedence, unlike King's Counsel, who have merely professional rank, but no social precedence conferred by law. Serjeants were appointed by patent under the Great Seal, and wore a distinctive dress, the chief feature of which was the "Coif," a white lawn or silk skull-cap. It was afterwards represented symbolically by a round silk patch on the top of the wig. A few privileged Serjeants were created by special patent "King's Serjeants," and were included (nominally) in the summons of members to Parliament. They had precedence immediately after the Law-officers. Indeed, until 1814, the two senior King's Serjeants actually had precedence of both Attorney-General and Solicitor-General. In 1834 William IV abolished by royal mandate their sole right of audience in the Common Pleas Court, but this mandate was held by the Judicial Committee of the Privy Council to be *ultra vires* and invalid. In 1845 Peel introduced a number of legal and police reforms; amongst these he abolished by statute this monopoly of the Serjeants.

The home of the Serjeants, of course, was the famous Serjeants' Inn, now sold and converted into private business offices. Until 1758 there were two Serjeants' Inns, one in Fleet Street and one in Chancery Lane, but in that year the members of the former all joined the latter and dissolved their old Inn. In 1877 the society was dissolved. The Inn premises were sold to one of the members, and the proceeds divided equally amongst all the corporators. We need only add that two especially interesting histories of the Order, in its later stages at least, are in evidence, that of Serjeant Manning on "*Serviens ad Legem*" and the "Order of the Coif," by Serjeant Pulling.

## The New Statutes.

### The Criminal Law Amendment Act, 1922, 12 & 13 Geo. 5, c. 56.

THIS Act is the result of frequent attempts made during the last few years to secure greater protection for young girls. The main question in controversy has been how far it is safe to enforce moral conduct both upon them and upon young men by making immorality criminal. The quite recent history of the subject commences with the reference to a Joint Select Committee of the two Houses of Parliament of three Bills introduced in the House of Lords in 1920—the Criminal Law Amendment Bill, the Criminal Law Amendment (No. 2) Bill, and the Sexual Offences Bill. A Joint Select Committee had been appointed in 1918 on the corresponding Bills of that year, and it took evidence, but did not complete its inquiry owing to the dissolution of Parliament. The minutes of this evidence were before the Committee of 1920, who also examined numerous witnesses on their own account, and their Report was dated 30th November of that year—1920 (212). The Bills before them were introduced respectively—in the above order—by the Bishop of London, the Government, and Lord Beauchamp. The Committee evolved from these a single measure, based on the Government Bill, and reported it to the House of Commons as showing their considered conclusions. We cannot attempt here to summarize the evidence which was taken, but it contains much that is of interest as to the law hitherto existing and its administration. Nor is it necessary to compare in any detail the Bill as reported to the House with the less extensive measure which was introduced in 1921. But that measure omitted the clauses as to detention in certain cases of girls under eighteen; as to sexual intercourse by a person suffering from venereal disease; and as to indecent advertisements; and these were omitted also in the Bill of 1922. The Bill of 1921 passed the House of Lords on 21st March, but amendments were made in the House of Commons with which the House of Lords disagreed, and on 17th August the Bill was lost in the House of Commons on a motion to consider the Lords' reasons. The Bill was re-introduced last year in the House of Commons and was read a second time on 5th July. Clause 2, dealing with the defence of reasonable cause to believe, had important additions made to it in Committee, and the Bill, as amended, passed the House of Lords with only a drafting amendment. The Act received the Royal Assent on 4th August.

The Criminal Law Amendment Act, 1880, provided that consent of a young person under the age of thirteen should be no defence to a charge or indictment for indecent assault. This Act is repealed, and s. 1 of the new Act repeats the provision in substantially the same words, but raises the age to sixteen. Section 2 abolishes the defence of reasonable belief in cases under sections 5 and 6 of the Criminal Law Amendment Act, 1885. Section 5 (1) deals with defilement of girls between thirteen and sixteen and has the proviso that it shall be a sufficient defence to any charge under s. 5 (1) if it shall be made to appear to the Court or jury before whom the charge shall be brought that the person so charged had reasonable cause to believe that the girl

was of or above the age of sixteen years. Section 6 deals with the case of the owner or occupier, or the manager of premises, permitting the defilement of a young girl thereon, and it has the like proviso. These provisos are repealed by s. 6 (2) and the Schedule, and s. 2 expressly provides that reasonable cause to believe that a girl was of or above the age of sixteen years shall not be a defence to a charge under ss. 5 and 6 of the Act of 1885. The second proviso to s. 5 imposed a time limit of three months on prosecution. By s. 27 of the Prevention of Cruelty to Children Act, 1904, this was extended to six months. By an amendment to s. 2, made in the House of Commons, it is further extended to nine months. More important, however, is the proviso to s. 2, introduced by an amendment in the same House:—

"Provided that in the case of a man of twenty-three years of age or under the presence of reasonable cause to believe that the girl was over the age of sixteen years shall be a valid defence on the first occasion on which he is charged with an offence under this section."

It must be left to experience to show whether this partial re-introduction of the defence is consistent with the main object of the Act; but apparently it was only admitted in order to secure the passage of the Bill.

Section 3 increases the penalties on brothel keepers under s. 13 of the Act of 1885, and s. 5 gives effect to judicial protests and repeals s. 5 of the Punishment of Incest Act, 1908, which required that all proceedings under that Act should be held *in camera*.

## Res Judicatæ.

### Contempt after Action is terminated.

(*Dunn v. Bevan*, 1922, 1 Ch. 276.)

A curious practical point as to the jurisdiction for contempt came before Mr. Justice Sargant in *Dunn v. Bevan*, *supra*. Here an action had been brought by certain members of a Trade Union against its officers. The writ set up a claim in tort, alleging fraudulent misrepresentation by the defendants, and claiming an injunction. The action was tried out and judgment was entered, (1) for the defendants in respect of the alleged misrepresentation, but (2) for the plaintiffs in respect of the injunction claimed. The plaintiffs then sent out a circular letter to members of the Trade Union which contained, *inter alia*, a suggestion that the defendants had not been cleared of fraud, notwithstanding judgment to that effect in their favour. The defendants applied to the court for an order to restrain the issue of the circular on the ground that it was a "contempt," in the nature of "comment on a pending case," and arising out of the legal proceedings. It was held, however, that, after judgment entered, such a circular could not possibly interfere with the course of justice and therefore could not be treated by the court as in the nature of "contempt." The remedy of the defendants was to initiate separate proceedings for libel. Of course, had the comment in the circular been an attack on the trial judge, the matter would have been different; such an attack, whether before or after judgment, amounts to a gross contempt of court.

### A "Wholly Successful Defendant."

(*Cooper v. Howatt*, 38 T.L.R. 721, Darling, J.)

Since a "wholly successful defendant" is *prima facie* entitled to his costs, both under High Court and County Court Rules, the question is of practical importance as to who comes within the true meaning of the term. In *Cooper v. Howatt*, *supra*, Darling, J., had to consider this problem in a curious form. An infant plaintiff sued the defendant for damage she had sustained through the alleged negligent driving of a motor car by the defendant. The defendant pleaded (1) no negligence on his behalf, and (2) contributory negligence of the infant plaintiff. The judge found that there had been neither (1) negligence of plaintiff, nor (2) contributory negligence of the defendant, so that the action was dismissed. The defendant naturally asked for his costs, having won the action. At first sight it is very difficult to see any possible reason for refusing him his order for costs: he had won on the claim, and there was no counter-claim; he seems to come within the rule in *Ritter v. Godfrey*, 1920, 2 K.B. 47, where various grounds for depriving a defendant are enumerated, none of which relates to failure on a plea of "contributory negligence," where the main plea succeeds. Now the question whether a defendant is "wholly successful" or not, seems to depend on whether he succeeds on every substantive issue which, under the old system of pre-judicature Act pleadings, could have been covered by the general plea of "not guilty." Under the old pleadings, in cases of tort, the defendant—as apart from counter-claims and some exceptional pleas, such as "not guilty by statute" in the case of an alleged illegal

distress—could put in (1) a general plea of "Not Guilty," and (2) any number of alternative "special pleas." If he won on the former, but lost on any one of the latter, he could not be considered a "wholly successful defendant"; and may properly, in the discretion of the judge, be deprived of costs. But the defence of "contributory negligence" was never any part of a special plea; it is essentially a part of the main plea of "Not Guilty"; for it simply means that that negligence which was the *cause proxime* of the accident was not the plaintiff's, but the defendant's negligence. The learned judge's refusal to give costs, then, seems wrong on principle; and, indeed, he himself intimated that he would be glad to have a question on which he felt no certainty considered by the Court of Appeal.

## Reviews.

### Company Law.

**COMPANY LAW AND PRACTICE: AN ALPHABETICAL GUIDE THERETO.** By HERBERT W. JORDAN, Company Registration Agent, and STANLEY BORRIE, Solicitor. Fifteenth Edition. Jordan & Sons, Ltd. 7s. 6d. net.

**DEBENTURES: THE PURPOSES THEY SERVE AND HOW THEY ARE ISSUED.** By HERBERT W. JORDAN, Company Registration Agent. Tenth Edition. Jordan & Sons, Ltd. 1s. 6d. net.

**REMINDERS FOR COMPANY SECRETARIES.** By HERBERT W. JORDAN, Company Registration Agent. Tenth Edition. Jordan & Sons, Ltd. 1s. net; 1s. 2d. post free.

When books run into a tenth edition and beyond, it is with pardonable pride that the author puts in the forefront a chronological list of the issues. The first of the above books originally appeared in 1908, and on the average it will be seen it is exactly a hardy annual. "Debentures" dates from 1913 and is in the same class. The "Reminders" started in 1917 and has appeared almost half-yearly since. The most important of these for the practitioner is the "Company Law and Practice," which experience shows to be a very convenient guide in these matters. The full text of the Act of 1908 is given in the Appendix, and that is very essential; for the first things one wants are a ready means of reference to the relevant section, and then the actual language of the section. Explanation can be asked if it is required. This help Messrs. Jordan and Borrie's book affords, and the alphabetically arranged statement of the Law and Practice of Companies which forms the text of the work leads very readily to any particular information which may be required. References are given to the more important decisions, and the Registration of Business Names Act, 1916, is included, and attention may be called to the tabular arrangement of matters where this is appropriate.

Both the other books, the "Debentures" and the "Reminders," are very handy and concise guides; in the former, in particular, the requirements as to registration and stamping are usefully given, and the latter will be found by secretaries of continual assistance in the discharge of their duties.

## Books of the Week.

**County Court Practice.**—The Annual County Courts Practice, 1923. 42nd Edition. Edited by His Honour Judge RUEGG, K.C. Costs and Court Fees. By W. H. WHITELOCK, B.A., and ARTHUR LOWE, M.A., Registrars of the Birmingham County Court. Admiralty and Merchant Shipping, by H. H. SANDERSON, Solicitor. Sweet & Maxwell, Ltd.; Stevens & Sons, Ltd. 2 vols in 1. 50s. net.

**Scots Case Law.**—Digest of all the Cases decided in the Supreme Courts of Scotland and Reported in the various Series of Reports. October, 1921, to July, 1922. W. Green & Son, Ltd. 7s. 6d. net.

**Minnesota Law Review.**—Journal of The State Bar Association. Published monthly. February, 1923. Faculty and Students of the Law School of the University of Minnesota. 60 cents.

*The Times* in its extracts from 1823 contains under date 1st March: We regret that Mr. Brougham's professional engagements will for some time to come keep him away from the exercise of his more important functions as a member of Parliament. The promotion of Mr. Sergeant Hullock to the Bench makes, necessarily, a certain vacancy in the lead on the Northern Circuit, which would instantly be filled up by some barrister of equal standing, unless Mr. Brougham were on the spot to take his chance of the advantage to which his talents fairly entitle him. Mr. Brougham is thus compelled, in justice to himself, and in the duty of securing, by his exertions, his independence of character, to leave the House of Commons at a moment when his eloquence is adding fresh dignity and force to the cause of civil liberty. And he is thus compelled to be absent because the Lord Chancellor does not choose to give the due rank to a man who disdains to barter his principles for any personal advantage. The profession of which Mr. Brougham is so distinguished an ornament ought to feel the slight put upon him as an injury to their entire body.

## CASES OF THE WEEK.

### Court of Appeal.

*In re* **TETLEY: NATIONAL PROVINCIAL & UNION BANK OF ENGLAND v. TETLEY.** No. 1. 13th February.

**WILL—CONSTRUCTION—GIFT OF RESIDUE TO TRUSTEES "FOR PATRIOTIC PURPOSES OR OBJECTS AND CHARITABLE INSTITUTIONS"—"PATRIOTIC" PURPOSES NOT NECESSARILY CHARITABLE—GIFT INVALID.**

*A testator by his will gave his residuary estate to trustees upon trust to apply one-fifth thereof for such patriotic purposes or objects and such charitable institutions or objects as they might in their discretion select in such shares and proportions as they might think proper.*

*Held, that the bequest could not be confined to strictly charitable purposes or objects, and was therefore void for uncertainty.*

*In re* **Macduff, Macduff v. Macduff, 1896, 2 Ch. 451, applied.**

*Decision of Russell, J., ante, p. 113, affirmed.*

Appeal from a decision of Russell, J., holding that a gift of a share of residue under a will was void for uncertainty. The testator Henry Greenwood Tetley by his will devised and bequeathed his residuary estate, the total net value of which was estimated at over £1,000,000 to his trustees upon trust to hold one-fifth share thereof upon trust to devote and apply the same for such patriotic purposes or objects and such charitable institution or institutions, or charitable object or objects in the British Empire as they might in their absolute discretion select, in such shares and proportions as they should think proper. The trustees took out an originating summons to have it decided whether this was a good charitable gift. Russell, J., held that the gift was not exclusively charitable, and was therefore void. The Attorney-General appealed.

The Court dismissed the appeal.

Lord STERNDAL, M.R., said that Russell, J., during the argument had disposed of the only point in the case which troubled him (his lordship) and that was what was to be taken to be the effect of the word "patriotic." He (his lordship) could not find any principle which would guide him with certainty through the tangle raised by the question what was and what was not charitable. The whole atmosphere of the matter was artificial. Many charitable gifts would not be charitable within the ordinary meaning of the word, and it was difficult to see where the distinction ought to be drawn. He could not see why gifts for the benefit of animals should have been held to be good, while other gifts should have been held to be bad. There was really no governing rule which could be applied. The argument for the Attorney-General appeared to be that the word "patriotic" implied something for the benefit of the country, for the community at large, and that what was for the benefit of the country must necessarily be charitable. If that were so, the appeal must succeed, but the argument must go so far as to exclude from the description of patriotic everything which was not charitable in the legal sense. The argument was founded on a quotation from the judgment of Lord Macnaghten in *Commissioners for Income Tax v. Pemsel*, 1891, A.C. 531, and it was said that gifts for patriotic purposes came within what was called the fourth class of charitable gifts, i.e., gifts for purposes beneficial to the community. Assuming that the word "patriotic" meant for the benefit of the State, the question was—did every gift for patriotic purposes necessarily come within that fourth class. It was held in *Re Macduff, Macduff v. Macduff*, 1896, 2 Ch. 451, by at least two members of the court that it was wrong to invert Lord Macnaghten's judgment, and to say that all trusts intended for the benefit of the community must necessarily be charitable trusts. It could not be said from the judgments in that case that even assuming that "patriotic" meant for the benefit of the State, the words "patriotic purposes" necessarily excluded all objects not beneficial to the State. Basing himself upon that judgment he (the Master of the Rolls) thought that the word "patriotic" did not necessarily exclude all purposes not strictly charitable.

WARRINGTON, L.J., and YOUNGER, L.J., delivered judgment to the same effect.—COUNSEL: Tomlin, K.C., and Dighton Pollock; Ashworth James; Courthope Wilson, K.C., and Gavin Simonds; Beebe; Mumford; Preston, K.C., and Sir Arthur Underhill. SOLICITORS: The Treasury Solicitor; Pearce & Sons; Patersons, Snow & Co. for Holmes & Hills, Bocking; Fowler, Legg & Young.

[Reported by H. LANGFORD LEWIS, Barrister-at-Law.]

## High Court—Chancery Division.

**ATKIN v. ROSE and Another.**

P. O. Lawrence, J. 18th, 19th and 25th January.

**LANDLORD AND TENANT—LEASE—RESTRICTIVE COVENANTS—NOT TO "PERMIT OR SUFFER" CERTAIN BUSINESSES TO BE CARRIED ON—UNDERLEASE—COVENANTS REPEATED—BREACH BY UNDERLESSEE—DUTY OF ORIGINAL LESSEE TO TAKE PROCEEDINGS.**

*A man is "permitting or suffering" a continuing breach of covenant when he refrains from taking proceedings to stop it in cases where there could under no circumstances be any defence to such action which would inevitably succeed.*

*Berton v. The Alliance Economic Investment Co., 1922, 1 K.B. 742, and Wilson v. Twamley, 1904, 2 K.B. 99, explained.*

This was an action in which the purchaser of a certain property claimed to enforce against a lessee and an underlessee thereof the condition of re-entry

contained in the lease by reason of their having permitted or suffered the business of a hairdresser to be carried on upon the premises in breach of covenant, and by reason of the underletting of the said premises to such hairdresser. The defendants denied the breaches and pleaded waiver and other defences not material to this report. The facts were as follows:—By a lease dated 24th March, 1919, one, Tillard, demised to the defendant Rose a shop for fourteen years. The lease contained a covenant by Rose that he would not use or exercise or "permit or suffer" any other person to use or exercise in or upon the demised premises or any part thereof any trade otherwise than for the purpose of a wholesale bag manufacturer. There was also a covenant that the lessee or any permitted assignee or underlessee would not assign or underlet the premises or any part thereof, or do or suffer any act whereby the same or any part thereof might become assigned to any other person, without the consent of the lessor, and there was a proviso for re-entry on breach of either covenant. In October, 1920, Rose, with the consent of Tillard, underleased the premises to the defendant Cohen to be used for the business of a tobacconist. This underlease contained the same covenants with Rose as those contained in the lease to Rose, except that the trade of tobacconist was substituted for that of a bag manufacturer, and the premises were not to be assigned or underlet without the consent of both the superior lessor and the immediate lessor. On 3rd November, 1920, the plaintiff agreed to purchase the fee simple subject to the lease. On 8th November, 1920, Cohen, without the consent of Tillard or the plaintiff or Rose, let a part of the shop to one, Goodman, who agreed not to use it for any other business than that of a hairdresser, and Goodman thereupon entered and proceeded to carry on that business. The plaintiff completed the purchase in December and the premises were conveyed to him subject to the lease to Rose. Directly the plaintiff learned that Goodman had an interest in the premises he served Rose with particulars of the breaches, and this was the first intimation that Rose had that Goodman was carrying on the business of a hairdresser upon the premises.

P. O. LAWRENCE, J., after stating the facts, said:—The first question is whether Rose has "permitted or suffered" Goodman to carry on the prohibited business. It has been proved that Cohen could have no defence to an action brought against him by Rose on the covenant in the underlease to Cohen, and there are no facts in the case which would render it unreasonable for Rose to bring an action against Cohen which could have only one result. Accordingly, the defendant Rose, so long as he abstained from taking proper steps to restrain the carrying on of the business, was guilty of "permitting or suffering" the business to be carried on. In *Berton v. The Alliance Economic Investment Co.*, supra, there was a reasonable doubt whether legal proceedings would be successful, as in the particular circumstances of that case, it was unreasonable to expect the lessee to take proceedings. The judgments delivered in that case are inconsistent with the contention that *Toleman v. Portbury*, 1870, L.R. 5 Q.B. 288, and *Wilson v. Twamley*, supra, establish the proposition that under no circumstances can a man be said to be "permitting or suffering" a continuing breach (as the breach in the present case was) if, in order to stop it, he must take legal proceedings. Having disposed of the other points, I accordingly give judgment in favour of the plaintiff for recovery of the premises. COUNSEL: Jenkins, K.C., and W. H. Draper; Owen Thompson, K.C., and A. W. Elkin; J. G. Joseph. SOLICITORS: J. B. Howard & Son; Charles D. Tharp; McLeod, Eyre, Douling & Co.

[Reported by L. M. MAY, Barrister-at-Law.]

**WILLS v. MAY.** P. O. Lawrence, J. 8th, 9th and 14th February.

**ANCIENT LIGHTS—OBSTRUCTION—MEASURE OF DAMAGES—SITE VALUE.**

*In estimating damages for loss of site value by reason of obstruction of ancient lights, there is no difference in principle between granting damages in respect of a site immediately ready for development and of one which has been acquired with a view to future development.*

*Griffith v. Richard Clay and Sons, Ltd., 1912, 1 Ch. 291, applied.*

This was an action in which the plaintiff claimed a mandatory injunction and/or damages for the wrongful obstruction of light to certain ancient windows on the north side of the plaintiff's dwelling-house, No. 117, Church Street, Croydon, a two-storied house, with a sitting room, kitchen and scullery on the ground floor, and three bedrooms on the upper floor. A mandatory injunction was refused, and in lieu thereof the sum of £50 was awarded the plaintiff as damages in respect of the obstruction of light to those windows. The plaintiff also owned the adjoining house, No. 119, and she further claimed that in assessing the damages she was entitled to have taken into consideration the prospect as an investment of converting both those houses into shops or buildings to be used for commercial purposes. On the evidence the Court found that the site upon which No. 117 stood lent itself to development in much the same manner as the defendant had developed his adjoining site of No. 115, that is to say, by the erection of a shop and of offices above it. The evidence showed also that the neighbourhood was in process of changing from a residential to a commercial one, and that the plaintiff bought the two houses at auction in 1921 as an investment, having in view the development of their sites for commercial purposes, and relying on the advertisement in the particulars of sale that "the land which covers an area of nearly  $\frac{1}{2}$  of an acre affords an excellent opportunity of securing a site for a factory or other commercial premises." The evidence further showed that the plots on which the two houses stood formed a compact site suitable for the erection thereon of a factory or warehouse, but that the development would be delayed by an existing lease on No. 119 unless a surrender of such lease could be secured.

P. O. LAWRENCE, J., after stating the facts, said:—The question is whether the plaintiff is entitled to damages in respect of the obstruction to light on the north side of her site treating the plots on which Nos. 117 and 119 were erected as one site suitable for commercial purposes. It has been proved that the site has been rendered less valuable for the erection of warehouses or buildings of that class owing to the obstruction of light. In my judgment I am in the circumstances entitled, in estimating the damages, to take that damage to the site into consideration. The question is covered by the principle of *Griffith v. Richard Clay & Sons, Ltd.*, *supra*. True, the facts are not on all fours with the facts in that case. There the houses were old, dilapidated and likely to be demolished, and the site was ripe for development, while in the present case No. 117 might well stand for many years longer, and owing to the lease of No. 119 development might be delayed for fourteen years. But in principle there is no difference between granting damages in respect of a site immediately ready for development, and of one which has been acquired with a view to further development. I shall follow *Griffith v. Richard Clay & Sons, Ltd.*, *supra*, and award damages to the combined sites at £100. The £50 already awarded as damages for the obstruction of light to the windows of No. 117 is independent of the damage done to the combined sites. The damages will therefore be £150.—COUNSEL: *Jenkins, K.C.*, and *G. Norman Daynes*; *Owen Thompson, K.C.*, and *Buckmaster*. SOLICITORS: *Mills, Lockyer, Church & Evill*; *Ranger, Burton & Frost*.

[Reported by L. M. MAY, Barrister-at-Law.]

## High Court—King's Bench Division.

**FRANCO v. DUTTO.** 14th December, 1922; 25th January, 1923.

**BANKRUPTCY PRACTICE—RECEIVING ORDER MADE AGAINST DEFENDANT  
AFTER ACTION COMMENCED—APPLICATION TO ADJUDICATE DEFENDANT  
BANKRUPT—STAY OF ACTION PENDING RESULT OF APPLICATION—  
BANKRUPTCY ACT, 1914, s. 5, c. 59, s. 7 (1).**

An action was commenced by a plaintiff, for the recovery of possession of certain premises, on account of non-payment of rent. A receiving order in bankruptcy was made against the defendant after the commencement of the action, and when the action came on for hearing, an application to adjudicate the defendant bankrupt was pending. The parties were desirous that the hearing of the action should be proceeded with and should not be adjourned pending the result of an application to adjudicate the defendant bankrupt.

Held, that s. 7 (1) of the Bankruptcy Act, 1914, which provided that on the making of a receiving order a creditor should not commence any action in respect of any debt provable in bankruptcy against the debtor, did not cover the case of the continuance of an action of that nature which had been commenced before the date of the making of the receiving order; and that the action ought to be stayed pending the decision of the application above referred to.

On 24th January, 1922, a writ was issued in an action for the recovery of possession of certain premises on account of the non-payment of rent by the defendant. The defendant counter-claimed in respect of alleged overpayments of rent made by him. When the action came on for trial it was ascertained that a receiving order in bankruptcy had, since the issue of the writ, been made against the defendant and that an application for him to be adjudicated bankrupt was pending. This application had been adjourned until after the trial of the action. The parties were anxious that the trial of the action should be continued, but *Shearman, J.*, before whom it was being tried, was of opinion that it ought to be adjourned until after the application had been decided, in order that if the defendant were adjudicated bankrupt he might be represented by a responsible person. The action was on this point adjourned for further consideration. By s. 7 (1) of the Bankruptcy Act, 1914, it is provided, "On the making of a receiving order an official receiver shall be thereby constituted receiver of the property of the debtor, and thereafter, except as directed by this Act, no creditor to whom the debtor is indebted in respect of any debt provable in bankruptcy shall have any remedy against the property or person of the debtor in respect of the debt, or shall commence any action or other legal proceedings unless with the leave of the court, and on such terms as the court may impose." On further consideration,

*SHEARMAN, J.*, in delivering judgment, said that the words "shall commence any action" in s. 7 (1) of the Act of 1914 did not cover the present case, where the action had been commenced before the commencement of the bankruptcy proceedings. The words "shall not proceed with any action" were not to be found in the section. In his view, the action ought to be stayed until a trustee was appointed, or until the receiving order had been discharged, as it could not be the proper practice for a pending action to be tried between the making of a receiving order and the decision as to adjudication. The action would therefore be adjourned until after the decision of the application for adjudication.—COUNSEL: *H. Christie*; *J. H. Watts*. SOLICITORS: *Gordon Dodds & Co.*; *Rezworothy, Barnard & Bonser*.

[Reported by J. L. DENISON, Barrister-at-Law.]

In making an order at Leicester County Court on 21st February, says *The Daily Mail*, for possession of two rooms, Judge Dobb said the rent of 15s. a week was grossly exorbitant. They were not worth more than 1s. a week and the landlord must return to the tenant 14s. a week for the 2½ years she had occupied the rooms.

## CASES OF LAST SITTINGS. High Court—King's Bench Division.

**WOOD v. MANCHESTER CORPORATION.** Div. Court. 17th Nov. 1922.

**EDUCATION—SALARIES OF TEACHERS—EXTRA SALARY IN SPECIAL SCHOOL—  
CONTRACT WITH UNCERTIFICATED TEACHER FOR EXTRA SALARY—BURNHAM  
SCALE—ACCEPTANCE BY TEACHER—EFFECT ON PREVIOUS ARRANGEMENT.**

A teacher in a special school was paid, under a contract of service entered into with the local education authorities, in 1909, a salary amounting to £10 per annum in excess of the salary receivable by an ordinary uncertificated assistant teacher not teaching in a special school of the same number of years' service. In 1921 she was in receipt of £170, i.e., £160, the maximum salary payable since 1919 to uncertificated teachers, plus the extra £10. In 1921 the plaintiff accepted a scale of pay under the "Burnham scheme." She subsequently commenced proceedings in the county court for the recovery of arrears of salary on the footing that she was entitled to proceed to the maximum allowed under the Burnham scale (£182) and that she was further entitled to £10 per annum above that maximum.

Held (on appeal from a decision in her favour by the county court judge), that there was no evidence of any special oral contract upon which the plaintiff was entitled to rely; that she was entitled to choose whether she would continue to be paid on the 1919 scale, where the maximum salary of uncertificated teachers in special schools (including the extra £10) amounted to £170, or accept the Burnham scale, where the maximum salary amounted to £182; and that, having accepted the Burnham scale, she was not entitled to receive £10 in excess of the maximum of £182; and that the appeal must succeed.

The plaintiff, Mrs. Wood, was an uncertificated teacher in a special school. In 1909 she entered the employment of the Manchester Education Authority in that capacity on the basis of a contract of service under which she was to receive £10 per annum in addition to the maximum salary paid to teachers in ordinary schools. Since that date, owing to the increased cost of living, the maximum salary payable to uncertificated teachers in ordinary schools was considerably raised, and in 1919 it amounted to £160, plus £10 for teachers in special schools. In that year the plaintiff was entitled to receive £170 (i.e., the £160 plus the additional £10). In 1921 the "Burnham scheme" came into operation. By para. 7 of the Burnham Report it was recommended that "Assistant teachers in day special schools shall receive one increment more than they would have received in public elementary schools, and shall proceed to the same maximum." The maximum under the Burnham scale was fixed at £182 per annum in place of the then existing maximum of £160. In 1922 the plaintiff commenced proceedings in the county court against the Manchester Corporation for arrears of salary, claiming to be entitled to receive the extra £10 per annum irrespective of any alteration in the maximum. She put forward this claim on the ground that the oral contract of 1909, under which she was engaged, provided that if the maximum salary varied her maximum should also vary in the same way, but always with the addition of £10 extra. The county court judge decided in favour of the plaintiff's contention. The Corporation appealed.

*DARLING, J.*, in delivering judgment, said that, upon the scale of 1919, Mrs. Wood received £10 a year more than people employed in ordinary schools. When the Burnham scheme came she was not obliged to adopt its terms. She might have said: "I shall go on upon my old arrangement of the 1919 scheme plus £10." What would have been her position? She would have received £160 as salary under the 1919 scheme, and in addition to that the sum of £10, and therefore she would have received altogether £160 under the scale and £10 extra, in consequence of the special contract. There was a distinct advantage given to those who were employed in the special schools over those employed in the ordinary schools, unless they had reached the maximum. If they had reached the maximum, the Burnham scheme provided that they should not be better off than those in the ordinary schools. It was open to the plaintiff to accept that or to refuse to accept it. She accepted the Burnham scheme, however, when it was adopted, on the footing that she had a special contract that she should be paid according to the Burnham scale and that she could add £10 to the Burnham scale. His lordship did not think that any evidence had been given justifying the county court judge in coming to the conclusion that such a contract as that was proved, and unless she could prove such a contract she could not succeed. As it was, instead of getting £160 for salary, she got £182 under the Burnham scheme. If it were to be said that what she was to get by special contract would make the £160, £170, she still received £12 more under the Burnham scheme than she could have got under the other scheme with her special contract added, and his lordship thought she must take one or the other. He thought the Burnham scheme was a scheme by itself, which provided for an advantage to teachers in special schools until they had reached the maximum; and the reason why it provided that they should then be on the same level appeared to be that the increases made during recent years had been enormous, and that it had been felt that in framing that scheme there must be some limit to these scales and the additions to them. There appeared to be no evidence on which the learned county court judge could find that there was a special contract under which the plaintiff could receive the maximum under the Burnham scale and add £10 to it under a special contract. The appeal must be allowed.

*SALTER, J.*, delivered judgment to the same effect, and the appeal was allowed.—COUNSEL: *C. Atkinson, K.C.*, and *McCleary*; *Eastham, K.C.*, and *Slesser*; SOLICITORS: *P. M. Heath*, Town Clerk, Manchester; *Shaan, Roscoe, Massey & Co.*

[Reported by J. L. DENISON, Barrister-at-Law.]

## In Parliament.

### House of Commons.

#### Questions.

##### DIVORCE CASES (NEWSPAPER REPORTS).

Mr. LORIMER (Derby, Southern) asked the Home Secretary if he will introduce legislation so as to prohibit the publication of unsavoury details given in newspaper reports of the proceedings of the Divorce Courts by allowing the presiding Judge to issue a resumé of the case for the Press, publication of the names of the contending parties to be published and admission of the public to remain as at present?

Mr. BRIDGEMAN: While I share the view that there should be more restraint in newspaper reports of these cases, any legislation imposing restrictions on such reports involves great difficulty, and I regret I cannot give any promise to introduce such legislation. (21st February.)

##### HOUSING (DECONTROL).

Sir KINGSLEY WOOD (Woolwich, West) asked the Prime Minister whether it is the policy of His Majesty's Government that the decontrol of the highest rented houses, recommended by the Departmental Committee on the Rents Act, shall be postponed until June, 1924?

The PRIME MINISTER: The answer is in the affirmative.

Sir K. WOOD: Is it the policy of the Government that, in the event of there not being sufficient houses at the date of decontrol, this House may postpone that particular date and fix a future period?

The PRIME MINISTER: I think that we had better wait until the Bill is introduced.

##### TRUST FUNDS (MORTGAGES).

Mr. WILLEY (Leeds, Central) asked the Parliamentary Secretary to the Overseas Trade Department, as representing the Ministry of Health, whether he will consider the modification of the law by which valuers may be permitted to advise trustees to lend up to three-fourths instead of two-thirds, as now, on valuations; and whether he is aware that this policy would tend very greatly to the promotion of private building?

The ATTORNEY-GENERAL: I have been asked to reply. No, Sir. I think the reduction of the margin of security in the investment of trust funds might cause great loss and suffering, and would in the long run discourage private building by discrediting that type of security.

##### DENTISTS ACT, 1921.

Mr. RILEY (Dewsbury) asked the Parliamentary Secretary to the Overseas Trade Department, as representing the Ministry of Health, if he is aware of the widespread dissatisfaction on the part of dental mechanics with the Dentists Act of 1921; and that the Act of 1921 makes it practically impossible for the working class to qualify as practising dentists; and what action, if any, he proposes to take to remove this disability?

Sir W. JOYNSON-HICKS: The Dentists Act of 1921 made provision for the admission to the Register, after examination, of persons employed as dental mechanics at the commencement of the Act. The Dental Board are fully alive to the need of widening the area of recruitment of the dental profession, but the admission to the Register in future of persons who have not undergone the necessary training would be contrary to the fundamental principle of the Act.

##### ILFORD MURDER TRIAL (COUNSEL).

Mr. T. JOHNSTON (Stirling) asked the Chancellor of the Exchequer the number of counsel engaged by the prosecution and the defence in the recent Ilford murder trial; the total amount received by counsel in fees; and what extra fees will be received by counsel employed by the Crown; and whether the duty devolves upon these counsel of fixing their own fees?

The ATTORNEY-GENERAL: I have been asked to answer this question. Three counsel appeared for the Crown and six for the defence. The trial lasted five days, and the fees paid to counsel for the Crown amounted to £618 7s. 6d., which includes the proceedings before the Court of Criminal Appeal. I have no information as to the fees paid to counsel for the defence. No extra fees will be received by counsel employed by the Crown. The answer to the last part of the question is in the negative.

##### PEACE TREATIES (SANCTIONS).

Mr. A. HERBERT (Yeovil) asked the Under-Secretary of State for Foreign Affairs what is the official definition of "sanctions"?

Mr. R. McNEILL: There is no official definition of the word "sanction" differing from that in ordinary use. The hon. Member will find an explanation of the term in works dealing with international law, such as Calvo's "Dictionnaire de Droit International," Vol. II, p. 193. If the hon. Member will refer to the Treaty of Versailles, he will see that the whole of Part VII is headed in the French text "Sanctions," and in the English text "Penalties." (22nd February.)

##### RENT RESTRICTIONS ACT, 1920.

Sir KINGSLEY WOOD (Woolwich, West) asked the Parliamentary Secretary to the Overseas Trade Department, as representing the Ministry of Health, whether, in the official summary of the principal provisions of the Increase of Rent Act issued by his Department in 1920, or in any other way, any public notification was given that in order to raise rents within the limitation of the Act any further notice or step was necessary beyond giving the notice set out in the Schedule to the Act?

Sir WILLIAM JOYNSON-HICKS: No, sir. The legal interpretation of the Act is not within the province of my right hon. Friend's Department. As stated in the preface to the summary referred to, its object was to set out in general terms the main provisions of the Act, and it was expressly stated that the summary was not to be regarded as an authoritative exposition of the precise rights of landlords and tenants under the Act.

(23rd February.)

##### COUNTY COURT OFFICIALS.

Mr. CLYNES (Manchester, Plating) asked the Chancellor of the Exchequer what progress has been made in settling the preliminary arrangements for the adoption of the recommendations of Mr. Justice Swift's Committee as to the pay and conditions of employment of officials in county courts; when such recommendations are likely to be brought into force; and if the suggested scheme will be submitted to the executive committee of the County Court Officers' Association for their opinion before being brought into operation?

Mr. BALDWIN: It is a necessary preliminary to any reorganisation of the County Court staffs that the Courts should be placed upon a satisfactory financial basis, and the question of increasing the revenue of the Courts was accordingly referred to a committee, who have had the matter continuously under investigation since the Report of the Swift Committee, and are expected to report in the near future. In the meantime, I understand that a tentative draft scheme for the future salaries to be paid to the registrars of the Courts has been drawn up by the Lord Chancellor's Department, and that the suggestions of the Association of County Court Registrars have been invited upon it. The schemes for the classes next to be dealt with are also under consideration by the Lord Chancellor's Department, and the County Court Officers' Association will be given an opportunity of expressing their views on these schemes before they are brought into operation. I should add that the adoption of any of these schemes will be dependent on the passing of legislation, which will, it is hoped, be introduced during the present Session.

##### DECONTROL.

Mr. FRINGLE (Penistone) asked the Prime Minister what classes of houses the Government proposes to decontrol in June, 1924; whether the decontrol of these houses will take effect unconditionally or will be dependent on whether the shortage of such houses has come to an end?

The PRIME MINISTER: It is the proposal of the Government that all control shall cease in June, 1925. As regards the higher rated houses it is proposed that these shall be decontrolled in 1924, but the Bill will contain a clause that this shall only take place in the absence of a resolution to the contrary in either House of Parliament.

Sir K. WOOD (Woolwich, West): Will it be possible for Members of this House to have the Bill in their hands this week?

The PRIME MINISTER: I made inquiries about that this morning. I do not think that the Bill can be circulated before the end of next week. (26th February.)

##### DEBTORS (IMPRISONMENT).

Mr. LEACH (Bradford, Central) asked the Attorney-General if he will consider the advisability of introducing legislation to abolish the power to imprison debtors, who are almost always poor persons, under the fiction of contempt of court?

Mr. BRIDGEMAN: I have been asked to reply to this question. Debtors of the class to which the hon. Member refers are imprisoned only when the court is satisfied that their failure to pay is not due to lack of means. I am not satisfied that an alteration of the law would be to the benefit of the poorer classes.

##### AUTOMATIC MACHINES (CIGARETTES).

Sir W. DE FRECE (Ashton-under-Lyne) asked the Home Secretary whether his attention has been called to the fact that the supply of cigarettes from automatic machines has been legalised by the decision of the North London magistrate; whether the police authorities will recognise in future the legality of the use of these machines; and what has been their policy hitherto?

Mr. BRIDGEMAN: The decision of the magistrate at the North London Police Court is not binding on other Courts of Summary Jurisdiction, and has not therefore the effect attributed to it by the hon. Member. The question can only be authoritatively settled by the High Court, and I have suggested to the London County Council, who instituted the proceedings in this case, that steps should be taken to obtain a final decision. The local authorities are responsible for the administration of the Shops Acts in their respective areas, and I have no information as to their general practice in this matter.

## LAWS OF WAR (AERIAL BLOCKADE).

Mr. JOWETT (Bradford, East) asked the Under-Secretary of State for Foreign Affairs whether his attention has been called to a report in the Press that at a conference of jurists recently held at the Peace Palace at The Hague the French delegates proposed that an arrangement should be made to permit a state of aerial blockade to be proclaimed against one belligerent State by another belligerent State; and can he say what is the attitude of His Majesty's Government in this matter?

Mr. R. McNEILL: The report in the Press is incorrect; no decision can be reached as to the attitude of His Majesty's Government in regard to any question arising from the International Conference on the Laws of War recently held at The Hague until the report of that Conference has been considered. (27th February.)

## Bills Presented.

The Licensing Bill—"to amend the Law relating to the sale and supply of intoxicating liquor; and for purposes in connection therewith": Colonel Sir Arthur Holbrook. [Bill 33.]

The Fairs Bill—"to amend the Law relating to fairs in England and Wales": Mr. Collins. [Bill 34.] (21st February.)

The Salmon and Freshwater Fisheries Bill—"to consolidate and amend the enactments relating to salmon and freshwater fisheries in England and Wales": Sir Robert Sanders. [Bill 35.] (26th February.)

## Societies.

## The Bar Council.

The following gentlemen have been appointed Officers and Additional Members of the Council: Chairman, T. R. Hughes, K.C.; Vice-Chairman, Rt. Hon. J. F. P. Rawlinson, K.C., M.P.; Treasurer, J. F. W. Galbraith, K.C., M.P. Additional Members: G. J. Talbot, K.C., R. E. L. Vaughan Williams, K.C., Hon. Sir Malcolm Macnaghten, K.B.E., K.C., M.P., R. F. Bayford, K.C., O.B.E., Sir Arthur Underhill and H. H. Joy, O.B.E.

## The City of London Solicitors' Company.

The City of London Solicitors' Company gave a dinner on Tuesday at the Merchant Taylors' Hall to meet the Lord Mayor, the Lord Chancellor, and the President of the Law Society. Lord Cave was prevented from being present by the death in the hunting field of his nephew, Captain N. W. W. Freer.

The company included Sir Douglas Hogg (Attorney-General), Sir H. E. Duke (President, Probate, Divorce and Admiralty Division), Lord Justice Bankes, Sir Thomas Berridge, Sir L. Worthington-Evans, Lord Justice Younger, Mr. Sheriff S. H. M. Killik, Mr. Sheriff J. E. K. Studd, Sir Home-wood Crawford, Sir Claud Schuster, Sir Reginald MacLeod, Engineer-Commander G. D. Campbell, Mr. Newton Dunn (Chairman of the Baltic), Sir Wilfrid Atlay (Chairman of the Stock Exchange), Mr. A. L. Sturge (Chairman of Lloyd's), Mr. T. Brand Miller, Mr. F. T. Baggallay, Mr. A. Lawson, Colonel H. Stuart Sankey, Sir Edward Clarke, K.C., Mr. S. C. Scott, Mr. R. A. Wright, Mr. A. Neilson, Mr. P. D. Botterell, Mr. A. C. Stanley Stone, Mr. T. H. Terry, Mr. E. R. Cook, Sir Leslie Scott, K.C., Mr. F. M. Guedalla, Mr. J. B. Hartley, Mr. Deputy and Under-Sheriff T. Howard Deighton, Mr. W. S. Hayes, Lieutenant-Colonel C. P. Rooke, D.S.O., Sir H. Kingsley Wood, Sir W. W. Rutherford, Lieutenant-Colonel the Hon. Guy Wilson, Mr. H. D. P. Francis, Sir A. Richardson, Mr. J. D. Cassels, K.C., Mr. Herbert Bentwich, Sir H. P. Allen, Mr. T. E. Limmer, Mr. H. Knox, Lieutenant-Colonel R. F. Truscott, Sir Robert Price, and Mr. A. T. Cummings (the Clerk).

The MASTER, Mr. Ernest B. Baggallay, who presided, in proposing the toast of "The Lord Mayor, Sheriffs, and Corporation of the City of London," expressed regret at the absence of the Lord Chancellor, and said they would all join with him in an expression of sympathy with Lord Cave in his bereavement. (Hear, hear.) The chairman congratulated the Lord Mayor on being the first chartered accountant to attain his high office. Solicitors were closely associated in business with chartered accountants, and had to seek their advice and could not do without them. A few years ago, it was said, a certain person in Europe observed what a magnificent place London would be to sack. But that person had passed away and London had not been sacked. It was governed by the same corporation as of old without any diminution of its power and influence.

The LORD MAYOR, responding, said he was sorry to hear that the Solicitors' Company was not yet one of the great Livery Companies of the City of London. Since their first application to join that list the times had changed, and there was a possibility that a second application might be attended with success. As for himself, he was proud to be the first chartered accountant to be elected to the office of Lord Mayor, but he would not be the last. His profession had come to the front in recent years, though it was said that if the solicitors' profession was properly carried out there would be no chance for the chartered accountant. Still, there might be a niche for them in the world's work. The Corporation had stood the test of the last 800 years.

## THE HOSPITAL FOR SICK CHILDREN,

GREAT ORMOND STREET, LONDON W.C.1.

ENGLAND'S GREATEST ASSET IS  
HER CHILDREN.

THE need for greater effort to counterbalance the drain of War upon the manhood of the Nation, by saving infant life for the future welfare of the British Empire, compels the Board of Management of The Hospital for Sick Children, Great Ormond Street, London, W.C.1, to plead most earnestly for increased support for the National work this Hospital is performing in the preservation of child life.

The children of the Nation can truthfully be said to be the greatest asset the Kingdom possesses, yet the mortality among babies is still appalling.

FOR 71 years this Hospital has been the means of saving or restoring the lives and health of hundreds of thousands of Children, and of instructing Mothers in the knowledge of looking after their children.

£12,000 has to be raised every year to keep the Hospital out of debt.

Forms of Gift by Will to this Hospital can be obtained on application to—

JAMES MCKAY, Secretary.

## W. WHITELEY, LTD.

## Auctioneers,

EXPERT VALUERS AND ESTATE AGENTS,

QUEEN'S ROAD, LONDON, W.2.

## VALUATIONS FOR PROBATE,

ESTATE DUTY, SALE, INSURANCE, ETC.

AUCTION SALES EVERY THURSDAY,

View on Wednesday, in

London's Largest Saleroom.

PHONE NO.: PARK ONE (40 LINES). TELEGRAMS: "WHITELEY, LONDON."

## LAW REVERSIONARY INTEREST SOCIETY

LIMITED.  
No. 19, LINCOLN'S INN FIELDS, LONDON, W.C.  
ESTABLISHED 1863.

Capital Stock ... ..	£400,000
Debenture Stock ... ..	£331,130

### REVERSIONS PURCHASED. ADVANCES MADE THEREON.

Forms of Proposal and full information can be obtained at the Society's Office.  
G. H. MAYNE, Secretary.

Mr. J. MONTAGUE HASLIP, Senior Warden, proposed "The Houses of Parliament." There were more lawyers, he said, in Parliament than other denominations. In the House of Lords lawyers had the last word, and when they had spoken nothing more was to be said. The legal profession owed a great deal to Parliament, for they turned out a large volume of legislation, and it was left to the lawyers to decide, in a sense, what Parliament meant by the literature it turned out. As a rule, Parliamentary literature was very accurately expressed. And, as a rule, there was a total absence of ambiguity in the Bills they produced. For many years it was the House of Lords that was more in the eyes of the nation; but to-day they had a reformed House of Commons, and it was entirely different from what had preceded it. As between adversaries there were two ways of dealing with the matter in dispute. You might invite your opponent to lunch and talk it over, or you might submit it successively to one, three, and five judges and find in the end four on each side and one left to toss up.

Lord SOUTHBOROUGH, who, in the absence of the Lord Chancellor, responded, said it was a pleasing thing to "devil" for a Lord Chancellor, especially at a great legal gathering of that description. At any rate, it ought to ensure the "devil" some sort of welcome. In an old periodical he had found an account of the ceremonies then connected with similar occasions. It appeared that it was the custom not very long ago, as it was to-day, in honouring the King's health, to say, "The King: God bless him." And it was also the custom in other days for the man who responded to the toast of "The House of Lords" to say, "Thank God we have a House of Lords." He was not prepared to put it so high as that, but the House of Lords did its work, and especially the class of work of which the Lord Chancellor's secretary had charge, pretty well—as regards private Bills, particularly well, better than the House of Commons. But as regards its public business and its constitution it was useless for them to disguise from themselves certain misgivings. It was true that the House of Lords had assumed a remarkable role; it was, much more than the House of Commons, a place for the airing of grievances. In the House of Commons the whole of the private members' time was so much taken up that there was no opportunity for discussing many subjects of great public interest; but in the House of Lords by a couple of days' notice they could have a well-ordered and reasoned debate.

Mr. P. D. BOTTERELL, Junior Warden, submitted "The Legal Profession," coupled with the names of the Lord Chief Justice and the President of the Law Society. The President of the Law Society, he said, was not so much in the public eye as the Lord Chief Justice, but the profession knew him, and he spoke the opinion of the profession when he said that they were glad to leave their interests in the guiding hands of Mr. Copsen Peake.

Lord HEWART, replying, said that if he had had notice of that toast he might have been able to prepare some of those impromptus to which, on previous occasions, they had given a kindly hearing. If they looked round that hall they saw some evidence, as they said in the Court of Appeal, that a part, and no undistinguished part, of the legal profession was able to sit up and take a little nourishment. He was glad to see with them his old and revered friend Sir Edward Clarke—a veteran who grew younger every year, and a veteran whom they were all delighted to see with them in such health and vigour. The legal profession, as they all knew, was not only the greatest, the wisest, and the most learned of all the professions, besides which every other profession—without prejudice to the claims of the accountants—paled into insignificance; but, and this was, perhaps, its most engaging quality, it was a profoundly modest profession. Therefore, in replying to this toast, when he thought of the lawyers who were present, he wondered how he could attain a suitable degree of modesty, and when he thought of those who were not lawyers, he wondered how he could in suitable terms sing their praises. Sir Henry Duke had suggested that he should tell them a story, to which he had replied: "They know them all; they make them." However, he would take his courage in both hands, and tell them a story of a certain editor who lived in a dry State of America, before America, as a whole, adopted the legend that it was dry. The editor had rendered some service to a person not resident in the dry State, and the recipient of that service desired to show his gratitude, and he sent the editor an exceptionally large bottle of preserved cherries. The editor and his family consumed the cherries, and the editor wrote an expression of his thanks, and said they were the most delicious cherries he had ever tasted in his life, and he thanked the donor for them most sincerely, adding, "and, above all, I thank you most sincerely for the spirit in which they were sent." And he thanked the London Solicitors' Company for their kind and splendid hospitality, and even more for the spirit in which it was given, and he was exceedingly grateful.

Mr. A. CORSON PEAKE, President of the Law Society, also replying, referred to the Lord Chancellor's Criminal Justice Bill, and expressed the hope that it would remedy certain things which wanted remedying. The council

of his society were trying to tackle the "poor persons" problem, and he hoped that when they brought forward their report the members of the City of London Solicitors' Company would help them to come to a proper issue.

Lord STERNDAL submitted "The health of the City of London Solicitors' Company," saying it was a happy thought of those who had so much to do with the commercial business of the City to connect themselves with its traditions by forming themselves into a company. Their report for the year showed them to be a flourishing company. He noted that they had been discussing the question of the "Long Vacation," but he thought that when the next long vacation came they would find that there was no pressing need at the moment for shortening it. He did not think the state of business at the Law Courts at present looked as if it required any appreciable shortening of that vacation.

[We are obliged to hold over the Report of the Birmingham Law Society].

## Chadwick Lectures.

An interesting Chadwick Public Lecture is to be given on Monday, 12th March, at 8 p.m., in the Inner Temple Hall, by Dr. Charles Porter, Medical Officer of Health for the Borough of St. Marylebone, and of the Middle Temple, Barrister-at-Law. The subject is "Principles and Practice of Sanitary Legislation," and Dr. Porter will discuss many knotty questions of Public Health Law from the point of view of an administrator of that law.

Sir William Collins, K.C.V.O., M.D., M.S., Chairman of the Chadwick Trustees, will preside.

The Benchers of the Honourable Society of the Inner Temple have placed their hall at the service of the Chadwick Trustees for this Lecture.

Admission is free.

Further particulars of this and other Chadwick Public Lectures may be obtained of the Secretary, Mrs. Aubrey Richardson, O.B.E., at the offices of the Trust, 13, Great George Street, Westminster.

## Law Students' Journal.

### Law Students' Debating Society.

At a meeting of the Society held at the Law Society's Hall on Tuesday, 20th day of February, 1923 (Chairman, Mr. J. F. Chadwick), the subject for debate was: "That the case of *Société des Hotel Le Touquet Paris—Plage v. Cummings*, 1922, 1 K.B. 451, was wrongly decided." Mr. H. Shanley opened in the affirmative; Mr. H. Quennell seconded in the affirmative. Mr. K. V. Hooper opened in the negative; Mr. J. Cohen seconded in the negative. The following members also spoke: Messrs. W. M. Pleadwell, F. H. Plummer, R. A. Beck, F. C. Coningsby, C. W. M. Turner and D. B. Ward. The opener having replied, and the Chairman having summed up, the motion was lost by six votes. There were sixteen members and one visitor present.

## Obituary.

### Sir Charles Gill, K.C.

We regret to record that Sir Charles Gill died on Thursday, 22nd February, at his house at Birchington, at the age of seventy-one. He had been seriously ill since the end of January.

Although, says *The Times*, Gill never attained any of the great prizes of his profession, he deserves to be remembered with the great advocates of his generation. As a cross-examiner he was almost unrivalled, and no one was more conscientiously thorough in the conduct of his cases. As a prosecutor, too, a tribute should be paid to Gill's extreme fairness in stating the case against a prisoner. In truth, his essential kindness led him to prefer a defence to a prosecution, and he was probably never without a lurking sympathy for the occupant of the dock against whom it was his duty to obtain a conviction. The half century across which his practice extended witnessed great changes in the administration of the criminal law, and great improvement in the atmosphere of the criminal courts and the type of advocacy displayed there. As one of the best exponents of clean, straightforward methods of pleading, "Charlie" Gill will for long be remembered with affection beyond the rather sordid purities of the criminal courts in which, by ability and hard work, he had built up so great a reputation.

Charles Frederick Gill, the son of Charles Gill, of Dublin, and elder brother of Mr. Arthur Gill, the Metropolitan Police Magistrate, was born on 10th June, 1851, and educated at the Royal School, Dungannon. He was intended for Dublin University, but preferred to take up farming, a subject in which he retained an interest through life. It is said that an accidental visit to the Old Bailey in company with some old school friends who were reading for the Bar inspired him with a sudden resolution to

follow their example. He was called in 1874 by the Middle Temple, of which he became a Benchler in 1905 and Lent Reader in 1919. He read with Douglas Straight, the famous criminal advocate, afterwards Mr. Justice Straight, of the High Court of Allahabad, for whom he devilled and in whose chambers he remained until Straight went to India. He held many briefs for him and for Straight's great friend, Montagu Williams, and was so launched upon a first-rate criminal practice in London and on the South-Eastern Circuit at an early age. Thus, in 1879, we find him appearing as junior to Mr. (afterwards Sir Harry) Poland, for the prosecution of Perryman, who was convicted at the Old Bailey of the murder of his mother. In 1886 he received his first official appointment, that of junior counsel to the Post Office, and then by rapid steps he was made senior counsel to the Post Office, junior and then senior counsel to the Treasury at the Old Bailey, and junior and senior counsel to the London Bankers' Association, besides holding retainers for many public bodies and associations, including the Jockey Club. In 1891 he acted as junior to Sir Edward Clarke for the plaintiff, Sir William Gordon-Cumming, in the Tranby Croft bacarat case, perhaps the most sensational *cause célèbre* of his forensic career. In 1895 he was concerned throughout in the three Oscar Wilde trials.

In 1899 Gill resigned the office of senior counsel to the Treasury on taking silk, and his name thenceforth appeared less in the public eye. Of recent years his health had not been good, and he suffered from blood pressure and increasing deafness. He had a charming country house and garden at Birchington, and limited his appearances in court to cases in which his services were specially desired. In 1918 he was counsel in the Waterford peerage claim, and his last appearance in an important case was in December, 1920, when he successfully led for the Crown in the Eastbourne beach murder trial. His opinion was to the end constantly sought in criminal matters which never saw the light of publicity, and his shrewd knowledge of human nature and affairs was invaluable in cases of blackmail and the like requiring unerring judgment and the utmost delicacy of handling. From 1890 to 1921 he was Recorder of Chichester, and was knighted in the latter year. He was a member of the Committee appointed in 1918 to inquire into German war crimes, and he worked very hard as a member of the sub-committee presided over by the late Mr. Justice Peterson which dealt with the treatment of thousands of British prisoners of war in Germany. He married in 1878 Ada, daughter of John Crossley Fielding, who, with one son and one daughter, survives him.

At the Old Bailey on the 23rd ult. the Recorder, Sir Ernest Wild, said that Sir Charles had three great characteristics. He was unambitious; he never coveted the judicial distinction that would undoubtedly have been awarded him had his desires led in that direction. He had a great power for taking pains, and there was no point he did not desire to elucidate in the interests of his client. His third and most lovable characteristic was his sociability. He was a great raconteur, possessed of the keenest sense of humour, and never said an unkind word.

Mr. Percival Clarke, on behalf of the Bar, said Sir Charles was one of the greatest defenders of prisoners. He was always fair-minded and played the game.

## Legal News.

### Information Required.

**EGERTON—PRESCOTT—TOLLNER.**—Will anyone holding a Marriage Settlement dated 20th March, 1903, between Raleigh Gilbert Egerton (now Lieut.-Gen. Sir R. G. Egerton, K.C.B.), of the first part, Maud Helen Prescott (now Lady Egerton) of the second part, Dame Louise Franklin Prescott of the third part and Barrett Lennard Tollner of the fourth part, please communicate with Pettit & Westlake, Solicitors, 356-360 Oxford Street, London, W.1.

### Appointments.

The Attorney-General has made the following appointments:—Mr. WALDO RAVEN BRIGGS, of 2, Garden-court, Temple, to be Prosecuting Counsel to the Post Office on the South-Eastern Circuit; and Mr. GEOFFREY DORLING ROBERTS, of 3, Temple-gardens, Temple, to be Prosecuting Counsel for the Crown at the North London Sessions.

Mr. F. A. WOOD, who has represented the Ward of Billingsgate on the Court of Common Council of the City of London since 1914, has been unanimously elected Chairman of the Law and City Courts Committee for the year 1923. Mr. Wood is senior member of the firm of Wood & Sons, 31, Poultry, E.C., and was admitted a solicitor in February, 1884.

### Dissolutions.

FREDERICK CYRIL BROXHOLM and ALLEN LESLIE POUND, Solicitors, 62, Oxford-street (Broxholm & Pound), 21st day of October, 1922. [Gazette, 23rd Feb.

THOMAS WALTERS and WILLIAM DANIEL WILLIAMS, Solicitors, Carmarthen (Walters & Williams). The retirement of the said Thomas Walters as from the 1st day of January, 1923. The said William Daniel Williams will continue to carry on the said business under the old style or firm. [Gazette, 23rd Feb.

## ALL CLASSES OF ANNUITIES.

The Sun Life of Canada specialises in Annuities. It offers advantages not obtainable from any other first-class Company. An especial feature is the granting of more favourable terms to impaired lives. All classes of Annuities are dealt in—Immediate, Joint Life, Deferred and Educational; also Annuities to meet individual circumstances.

WRITE TO THE MANAGER, J. F. JUNKIN.

### SUN LIFE ASSURANCE COMPANY OF CANADA,

15, CANADA HOUSE, NORFOLK STREET, LONDON, W.C.2.

RALPH WORDSWORTH, JOHN COPESTAKE PORTER, Solicitors (Wordsworth, Porter & Shaw), 39, Lombard-street, London, 17th day of February, 1923. [Gazette, 27th Feb.

### General.

Miss M. E. Sykes, a Huddersfield woman solicitor, made her first appearance in a Police Court case at Huddersfield on Wednesday.

Mr. Cecil Harland, of Bridlington, Yorks, solicitor, head of the firm of Messrs. Harland & Son, Bridlington, an Alderman of the East Riding County Council, left estate of gross value £36,483 (net personality £34,703).

Mr. Francis William Jones, of Gloucester and Sea Lawn, Dawlish, solicitor, for over fifty years Clerk of the Peace for the City of Gloucester and Clerk of Indictments for the Oxford Circuit, and for many years a steward and one of the honorary treasurers of the Three Choirs Festival, died on 28th November, aged seventy-seven, leaving property of the value of £8,623, the net personality being £4,054. The testator gives £1,000 in trust to place in Down Hatherley Church a peal of bells or an organ in memory of his father and mother and members of the family.

The Times correspondent at Delhi, in a message of 26th February, says: The Assembly to-day carried against Government an important amendment to the Bill giving effect to the League of Nations' convention with regard to the traffic in women and children. The Government Bill fixed the age of consent at sixteen. Mr. Joshi successfully moved to increase the age to eighteen, most of the European non-official members voting with him. The debate resolved into a fight between the social reformers on one side and the ultra-orthodox on the other. The former won, despite Government support of their opponents, by a majority of three. In view of the situation thus created Sir Malcolm Hailey did not move formally for the passing of the Bill.

The President, Sir Henry Duke, in giving judgment on 23rd February in a salvage action (the "River Fisher"), which was tried on pleadings, agreed statements and documents, without witnesses and without Trinity Masters, said, after consultation with Mr. Justice Hill, that this procedure was a novelty, and was one in which the court would give all facilities to parties in future who desired that matters in dispute should be determined with as little cost as possible. It was obvious that there was a great saving in this instance, in which both parties consented, but where there might not be consent on both sides, on application by a party to him or to the judge the matter could be dealt with. There must be a great many cases which could be dealt with in this manner with great advantage to litigants. Counsel on both sides welcomed the President's remarks.

The Times correspondent, in a message from Delhi, of 21st February says: The Criminal Law Amendment Bill has been passed by the Legislative Assembly with a trifling alteration, giving the right of appeal in whipping cases. Sir Malcolm Hailey, the Home member of the Government of India, in formally moving the passing of the Bill, expressed the opinion that the success achieved in the handling of the measure by the co-operation of Indians and Europeans showed a clear intention of making the reforms a success. In contrast, he added, with the racial animosity of a year ago, stirred up by a section of Indian politicians outside the Chamber, the manner in which the Bill had been handled showed a desire on the part of Indians to work hand in hand with the Europeans, and a desire on the part of the Europeans to reassure the Indians that they were prepared to take an interest in purely Indian developments.

THE "OXFORD" SECTIONAL BOOKCASE is the handsomest, best made and least expensive of all sectional bookcases. Book lovers should write for the free, illustrated catalogue to the makers:—W. Baker & Co., Ltd., Oxford. London Agents, with fine showrooms, Dulau & Co., Booksellers, 34/33, Margaret-street, Cavendish-square, W.—[ADVT.]

Mr. Clement Locke Smiles, of Glen Noe, Maybury-hill, Woking, and of Bedford-row, W.C., solicitor, at one time a Commissioner on behalf of the European holders of Peruvian Bonds, to negotiate a settlement with the Governments of Chile and Peru, and the representative of the British claims against Chile in the Berne Arbitration, who died on 26th November last, aged seventy-seven, has left a fortune of £137,392, with net personalty £134,655. The testator gives his residence and furniture and £30,000 in trust for his wife for life, and then for St. Peter's Home and Sisterhood at Mortimer-place, Kilburn, to be used for a home for sick or invalid ladies, and to be called the Smiles Home for Invalid Ladies; such a sum as may be necessary to endow two beds at the Convalescent Home, Maybury, belonging to St. Peter's Home and Sisterhood; £5,000 and the capital funds producing annuities of £110, to his executors and partners for a Smiles Staff Pension and Benevolent Fund; £200 to his clerk, N. George Hill; legacies to other clerks, according to length of service; £100 to his housekeeper in Bedford-row, Mrs. Blandford; and £100 each to his gardener Duffin and his wife Annie.

**VALUATIONS FOR INSURANCE.**—It is very essential that all Policy Holders should have a detailed valuation of their effects. Property is generally very inadequately insured, and in case of loss insurers suffer accordingly. **DEBENHAM STORR & SONS (LIMITED)**, 26, King Street, Covent Garden, W.C.2, the well-known chattel valuers and auctioneers (established over 100 years), have a staff of expert Valuers, and will be glad to advise those desiring valuations for any purpose. Jewels, plate, furs, furniture, works of art, bric-a-brac a speciality. [ADVT.]

## Court Papers.

### Supreme Court of Judicature.

Date.	ROTA OF REGISTRARS IN ATTENDANCE ON				
	EMERGENCY ROTA.	APPEAL COURT No. 1.	Mr. Justice EVE.	Mr. Justice ROMER.	Mr. Justice ROMEY.
Monday Mar. 5	Mr. Hicks Beach	Mr. Garrett	Mr. More	Mr. Jolly	Mr. Jolly
Tuesday ..... 6	Bloxam	Syngé	Jolly	More	More
Wednesday .. 7	More	Hicks Beach	More	Jolly	Jolly
Thursday .... 8	Jolly	Bloxam	Jolly	More	More
Friday ..... 9	Garrett	More	More	Jolly	Jolly
Saturday ..... 10	Syngé	Jolly	Jolly	More	More

Date.	Mr. Justice SARGANT.	Mr. Justice RUSSELL.	Mr. Justice ARTHUR.	Mr. Justice P. O. LAWRENCE.
Monday Mar. 5	Mr. Syngé	Mr. Garrett	Mr. Bloxam	Mr. Hicks Beach
Tuesday ..... 6	Garrett	Syngé	Hicks Beach	Bloxam
Wednesday .. 7	Syngé	Garrett	Bloxam	Hicks Beach
Thursday .... 8	Garrett	Syngé	Hicks Beach	Bloxam
Friday ..... 9	Syngé	Garrett	Bloxam	Hicks Beach
Saturday ..... 10	Garrett	Syngé	Hicks Beach	Bloxam

## Winding-up Notices.

### JOINT STOCK COMPANIES. LIMITED IN CHANCERY.

**CREDITORS MUST SEND IN THEIR CLAIMS TO THE LIQUIDATOR AS NAMED ON OR BEFORE THE DATE MENTIONED.**

*London Gazette.*—FRIDAY, February 23.

THE NATIONAL SEA FISHERIES PROTECTION ASSOCIATION. April 3. Walter F. Harris, 135, Fenchurch-st., E.C.3.  
J. R. BOWFIELD & CO. LTD. April 23. Harold Kemp, 36, Walbrook, E.C.  
W. & E. BOULVOIS LTD. March 23. John M. Whiting, 9, New-sq., W.C.2.  
BRITISH ISLES MARINE & GENERAL INSURANCE CO. LTD. Feb. 28. Liquidator of the Company, 4, Fenchurch-ave. E.C.3.  
THE LEAK MOTOR CO. LTD. March 5. Arthur Lovatt, Smithfield Restaurant, Cattle Market, Leek.  
SOLOMON RHODES LTD. March 10. William Lloyd, 19, Priory-st., Dudley.  
MCKERROW BROTHERS LTD. March 31. J. H. Stephens, 6, Clement's-lane, Lombard-st.; Jno. Airey, 8, Victoria-st., Liverpool.  
T. CADBY & SONS (1921) LTD. March 24. Charles T. Appleby, 26, Corporation-st., Birmingham.  
G. R. APPELBY LTD. March 28. Leonard Wilson, 3, Central-st., Halifax.

*London Gazette.*—TUESDAY, February 27.

ARCADIAN MANUFACTURING CO., LTD. April 7. Alfred Dobson, Post Office House, Infirmary-st., Leeds.  
NIBLETT LTD. April 23. A. O. Nicholson, 841-2, Salisbury House, London Wall, E.C.  
T. P. W. ROGERS LTD. March 1. A. P. Barber, 125, High Holborn, W.C.  
THE MORRELL EXPORT CO. LTD. March 31. Richard J. Weston, Smith's Bank-chambers, Derby.  
SIR RAYLTON DIXON & CO. LTD. March 14. Wilfrid J. Temple, Cleveland Dockyard, Middlesbrough.  
E. C. SMART & CO. LTD. March 31. William H. White, 15, Bedford-row.  
ARTHUR MEYER & CO. LTD. March 24. Sir John Craggs, 3, London Wall-buildg., E.C.  
JOSEPH ATTY & CO. LTD. March 16. William H. Shaw, Market-pl., Dewsbury.  
EVANS & REID LTD. April 7. Richard W. Bartlett, Central-chambers, Newport, Mon.  
NEWFIELD & CO. LTD. April 10. Edward E. Meugens and John F. Remington, 18, Bennett's-hill, Birmingham.

## Resolutions for Winding-up Voluntarily.

*London Gazette.*—FRIDAY, February 23.

London Waterside Manufacturers' Association (Incorporated).  
R. E. DYSON & CO. LTD.  
The Nantliffe Café Co. Ltd.  
Keland Flour and Trading Co. Ltd.  
Rawntestall Pavilion Ltd.  
The West Africa Development Syndicate Ltd.  
Hotel Petrograd Ltd.  
Sevenoaks Manufacturing Co. Ltd.  
Eastern Mining Co. Ltd.  
Fugu Tea Co. Ltd.  
W. H. Scales & Co. Ltd.  
Collingwood Transport Co. Ltd.  
Wycombe Aircraft Constructors Ltd.  
Willurham & Co. Ltd.  
Lowther-Perry Hotels Ltd.  
Garratts Ltd.  
Morris' British Boot Stores Ltd.  
Thorpe, Head & Co. Ltd.  
Alnasy Transport Service Co. Ltd.

*London Gazette.*—TUESDAY, February 27.

The Aston Press Ltd.  
T. P. W. ROGERS LTD.  
E. C. SMART & CO. LTD.  
Joseph Atty & Co. Ltd.  
Sentinel Films Ltd.  
Johnson & Co. (Nottingham) Ltd.  
The Kettering Transport and Engineering Co. Ltd.  
Lyle Ltd.  
"The Better 'Ole" Garage Ltd.  
V. V. H. Gordon Syndicate Ltd.  
Radio Service Co. Ltd.  
Waring & Gillow (South America) Ltd.

H. Backhouse & Co. Ltd.  
Lindell's Tottenham Brewery Co. Ltd.  
Standard Manufacturing Co. (Acton) Ltd.  
Pendle Mills Ltd.  
Central and South London Motor Co. Ltd.

## Bankruptcy Notices.

### RECEIVING ORDERS.

*London Gazette.*—FRIDAY, February 23.

BAILEY, LEONARD F. H., Blackheath, Accountant. Greenwich. Pet. Nov. 6. Ord. Feb. 20.  
BAKER, BERTHAM, Exeter, Fish Hawker. Exeter. Pet. Feb. 21. Ord. Feb. 21.  
BRUCE, JAMES M., Leeds, Newsagent and Confectioner. Leeds. Pet. Feb. 19. Ord. Feb. 19.  
BYWATER, ETHEL S., Sheffield, Bookseller and Stationer. Sheffield. Pet. Feb. 19. Ord. Feb. 19.  
CLEMENTS, JOHN, Holborn-viaduct, Enquiry Agent. High Court. Pet. Oct. 11. Ord. Feb. 20.  
CLIFF, FRANCES A., Birmingham, Leather Goods Merchant. Birmingham. Pet. Jan. 31. Ord. Feb. 19.  
COLDRICK, MARY A., and COLDRICK, MORRISON W., Frettherne, Glos., Farmers. Gloucester. Pet. Feb. 20. Ord. Feb. 20.  
COLES, T. R., Queen's-gate. High Court. Pet. Jan. 23. Ord. Feb. 19.  
CONSOLEJOY, JOHN, Pembroke Dock, Storekeeper. Haverfordwest. Pet. Feb. 19. Ord. Feb. 19.  
COOPER, LEONARD G., Park-rd., N.W. High Court. Pet. Jan. 17. Ord. Feb. 16.  
COURT, EDITH, and SCOTT, CHARLES H. H., Vere-st., W. High Court. Pet. Dec. 22. Ord. Feb. 19.  
COX, ALBERT E., Bristol, Farmer. Bristol. Pet. Feb. 19. Ord. Feb. 19.  
CROMPTON, CLOWES, Bolton, Grocer. Bolton. Pet. Feb. 19. Ord. Feb. 19.  
CRUNDALL, HAROLD, Dormans Park, Surrey. High Court. Pet. Jan. 4. Ord. Feb. 20.  
DAVIS, FRANK E., Jubilee Market, Covent Garden, Fruit and Potato Salesman. High Court. Pet. Feb. 21. Ord. Feb. 21.  
DELL, WILLIAM, Wendover, Bucks., Farmer. Aylesbury. Pet. Feb. 20. Ord. Feb. 20.  
EDIS, FREDERICK, Walsoken, Norfolk, Labourer. King's Lynn. Pet. Feb. 20. Ord. Feb. 20.  
EDMONDS, ARTHUR C. J., St. Albans, Herts, Cycle Agent. St. Albans. Pet. Feb. 20. Ord. Feb. 20.

## RELIABLE STATISTICS

### A WEEKLY FINANCIAL LETTER

### "MARKET NOTES"

### THE SUBSCRIPTION RATE

to be of real value, must be regular, accurate and sensitive to changing conditions in both the financial and commodity markets.

is a weekly circular which fulfils these conditions. Subscribers are also entitled to detailed confidential reports in response to specific enquiries.

is five shillings per annum.

A Specimen copy and full particulars may be obtained from:—

The Secretary, BRITISH INVESTORS ASSOCIATION, Ltd.,  
4, London Wall Buildings, E.C. 2.

## NEWS WHICH IS NEWS

FISHWICK, ALBERT B.P., Manchester, Soap Manufacturer. Manchester. Pet. Feb. 20. Ord. Feb. 20.  
 FLOOD, JOHN S., Dulwich. High Court. Pet. Jan. 22. Ord. Feb. 20.  
 GANON, EDMUND F., Bristol, Company Director. Bristol. Pet. Dec. 2. Ord. Feb. 19.  
 GRACE, JOHN H., Fenchurch-st., Tea Broker. High Court. Pet. Dec. 14. Ord. Feb. 21.  
 GRAHAM, RHODA R., Warrenby, Yorks, Licensed Victualler. Middlesbrough. Pet. Feb. 19. Ord. Feb. 19.  
 GRAY, JOHN W., Morpeth, Confectioner and Fruiterer. Newcastle-upon-Tyne. Pet. Feb. 19. Ord. Feb. 19.  
 GREIG, ANDREW, Princes-st., Hanover-sq., Furrier. High Court. Pet. Dec. 30. Ord. Feb. 21.  
 HAGUE, JOHN E., Leeds, Miner. Leeds. Pet. Feb. 21. Ord. Feb. 21.  
 HAMERTON, JOHN G., Newick, Sussex, Farmer. Brighton. Pet. Feb. 3. Ord. Feb. 19.  
 HAMMOND, E. S. & Co., Liverpool, Timber Merchants. Liverpool. Pet. Feb. 7. Ord. Feb. 21.  
 HARVEY, W., Cork-st., Moneylender. High Court. Pet. Jan. 18. Ord. Feb. 21.  
 HEAL, JAMES H., Medstead, Hants, Farmer. Winchester. Pet. Feb. 20. Ord. Feb. 20.  
 HENTHORN, BUCKLEY, Oldham, Stock and Share Broker. Oldham. Pet. Feb. 20. Ord. Feb. 20.  
 HOLLAND, JOHN C. S., Streetway, near Lichfield, Farmer. Walsall. Pet. Feb. 21. Ord. Feb. 21.  
 JACOBS, JOSEPH, Manchester, Cabinet Maker. Manchester. Pet. Feb. 19. Ord. Feb. 19.  
 JAMES, The Revd. D., Basse, Farnborough. Guildford. Pet. Dec. 13. Ord. Feb. 20.  
 JONES, ALFRED, Stockton-on-Tees, Steelworker. Stockton-on-Tees. Pet. Feb. 21. Ord. Feb. 21.  
 JONES, ERNEST R., Trowbridge, Tailor. Bath. Pet. Feb. 19. Ord. Feb. 19.  
 KADDISH, ISAAC, Sheffield, General Merchant. Sheffield. Pet. Feb. 19. Ord. Feb. 19.  
 KERRY, MICHAEL, Birmingham, Farmer. Birmingham. Pet. Feb. 20. Ord. Feb. 20.  
 LAMPHERE, GEORGE, Liskard, Fancy Goods Dealer. Plymouth. Pet. Feb. 19. Ord. Feb. 19.  
 LE DA PRESS COMPANY, Clapham-rd. High Court. Pet. Feb. 12. Ord. Feb. 20.  
 LUTHERBARK, PERCY C., Banbury, Oxford, Electrical Contractor. Banbury. Pet. Feb. 21. Ord. Feb. 21.  
 LEWELLYN, MORRIS, Ystrad Rhondda, Grocer. Pontypridd. Pet. Feb. 21. Ord. Feb. 21.  
 MANUEL, WILLIAM G., Newtown, Montgomery, Haulage Contractor. Newtown. Pet. Feb. 21. Ord. Feb. 21.  
 MCMURRAY, SAMUEL H., Peckham, S.E., Mantle and Costume Manufacturer. High Court. Pet. Feb. 21. Ord. Feb. 21.  
 MICHAELS, MARKS, Charlotte-st., Fitzroy-sq. High Court. Pet. Dec. 29. Ord. Feb. 21.  
 ONLEY, FRANK, Chatham, Kent, Fruiterer and Potato Merchant. Rochester. Pet. Feb. 19. Ord. Feb. 19.  
 OWEN, R. M., Holyhead, Ladies' Outfitter. Bangor. Pet. Feb. 5. Ord. Feb. 20.  
 PIVNICK, HYMAN, Fieldgate-st., Whitechapel, Ladies' Tailor. High Court. Pet. Feb. 21. Ord. Feb. 21.  
 PORTER, JOHN, Walton, Liverpool, China and Earthenware Dealer. Liverpool. Pet. Feb. 21. Ord. Feb. 21.  
 POUNTNEY, BENJAMIN, Wolverhampton, Fruit Hawker. Wolverhampton. Pet. Feb. 19. Ord. Feb. 19.  
 PRYOR, RICHARD A., Redruth, Cornwall, Hardware Merchant. Truro. Pet. Feb. 20. Ord. Feb. 21.  
 RIMES, ALEXANDER, Peterborough, General Dealer. Peterborough. Pet. Feb. 21. Ord. Feb. 21.  
 ROUTLEDGE, ALFRED N., Castleford, Yorks, Motor Proprietor. Wakefield. Pet. Feb. 19. Ord. Feb. 19.  
 RUTING, ERNEST A., Norwood, Croydon. Pet. Jan. 17. Ord. Feb. 20.  
 RUSSELL, EDWIN W., Aylesbury, Motor Engineer. Aylesbury. Pet. Feb. 6. Ord. Feb. 20.  
 SLATER, JOHN, Worcester, Meat Salesman. Worcester. Pet. Feb. 21. Ord. Feb. 21.  
 SNOW, CHARLES S. H., West Croydon, Managing Director. Croydon. Pet. Nov. 24. Ord. Feb. 20.  
 TREFLE, EUNICE L., Tonypany, Confectioner. Pontypridd. Pet. Feb. 19. Ord. Feb. 19.  
 TONGUE, FRANK W., Birmingham, Paper and Paper Bag Merchant. Birmingham. Pet. Feb. 20. Ord. Feb. 20.  
 WALKER, GEORGE W., Nottingham, Builder and Contractor. Nottingham. Pet. Feb. 19. Ord. Feb. 19.  
 WALKER, JOHN, and COOK, ALFRED M., Goals, Builders. Wakefield. Pet. Feb. 21. Ord. Feb. 21.  
 WARE, DAVID, Kingston-upon-Hull, Haulage Contractor. Kingston-upon-Hull. Pet. Feb. 19. Ord. Feb. 19.  
 WASE, GEORGE E. W., Darlington, Brick and Tile Manufacturer. Stockton-on-Tees. Pet. Feb. 19. Ord. Feb. 19.  
 WILKINS, ERNEST L., Mickleham, Surrey, Antique Dealer. Croydon. Pet. Jan. 19. Ord. Feb. 20.  
 WINSHIP, JOHN W., Gateshead, Dairyman. Newcastle-upon-Tyne. Pet. Feb. 19. Ord. Feb. 19.

Amended Notice substituted for the notices appearing in the issues of the *London Gazette* for January 26 and February 2, 1923:—

FAIRWEATHER, REGINALD, Southwick, Hants, Commercial Traveller. Portsmouth. Pet. Dec. 1. Ord. Jan. 19.

#### London Gazette.—TUESDAY, February 27.

ABRAHAM, HARRIS, Mansell-st., Aldgate, Hat Manufacturer. High Court. Pet. Feb. 22. Ord. Feb. 22.  
 ANDREWS, JOSEPH H., Shrewsbury, Mineral Water Manufacturer. Shrewsbury. Pet. Feb. 22. Ord. Feb. 22.  
 BAXTER, JOSHUA, Great Grimsby, Master of a Steam Trawler. Great Grimsby. Pet. Feb. 20. Ord. Feb. 20.  
 BIRD, GEORGE, Blunsdon, Wilts, Farmer. Swindon. Pet. Feb. 23. Ord. Feb. 23.  
 BRANCH, SIDNEY J., Stokesby, Norfolk, Grocer. Great Yarmouth. Pet. Feb. 24. Ord. Feb. 24.  
 BULL, FRANK W., Banwell, Somerset, Licensed Victualler. Wells. Pet. Feb. 22. Ord. Feb. 22.  
 CARTWRIGHT, SIDNEY N., Liverpool, Builder. Liverpool. Pet. Feb. 8. Ord. Feb. 22.  
 CHADWICK, ELLIS, Stockport, Grocer's Clerk. Stockport. Pet. Feb. 8. Ord. Feb. 22.  
 COLLINS, CHARLES E. V., RIMEN, NORMAN A. F., and PENGELLY, THOMAS W. E., Dartmouth, Motor and General Engineers. Plymouth. Pet. Feb. 23. Ord. Feb. 23.  
 COOK, FREDERICK W. C. W., Ipswich, Motor Body Builder. Ipswich. Pet. Feb. 19. Ord. Feb. 19.  
 DENNY, HUBERT E., Peterborough, Cinema Proprietor. Peterborough. Pet. Feb. 12. Ord. Feb. 22.  
 DEVILLE, MICHAEL J., and DEVILLE, ELIZABETH, Retford. Lincoln. Pet. Jan. 30. Ord. Feb. 22.  
 DOCKRAY, JOHN, Silloth, Carlisle. Pet. Feb. 6. Ord. Feb. 23.  
 DREW, MARY K., Harrow. St. Albans. Pet. Dec. 22. Ord. Feb. 21.  
 EVANS, FREDERICK G., Pembroke Dock, Outfitter. Haverfordwest. Pet. Feb. 24. Ord. Feb. 24.  
 EVANS, TUDOR, Tonypany, Grocer. Pontypridd. Pet. Feb. 23. Ord. Feb. 23.  
 HADLOW, COLONEL R. W., Connaught-sq. High Court. Pet. Jan. 8. Ord. Feb. 21.  
 HARGREAVES, ANNIE R., Lancaster, Monumental Mason. Preston. Pet. Feb. 23. Ord. Feb. 23.  
 HUNT, GILBERT H., Boosbeck, Yorks, Grocer. Stockton-on-Tees. Pet. Feb. 23. Ord. Feb. 23.  
 JACKSON, REGINALD, Market Weighton, Yorks, Cycle and Motor Engineer. York. Pet. Feb. 22. Ord. Feb. 22.  
 JONES, JOHN E., Abertillery, Tailor. Tredegar. Pet. Feb. 19. Ord. Feb. 19.  
 KOLSKY, MAER, Great Grimsby, Hairdresser. Great Grimsby. Pet. Feb. 22. Ord. Feb. 22.  
 LANE, HERBERT, Great Milton, Oxford, Farmer. Aylesbury. Pet. Feb. 23. Ord. Feb. 23.  
 LASSAM, HARRY C., Manchester. Manchester. Pet. Jan. 2. Ord. Feb. 23.  
 LEWIS, LEONARD C. ST. A., Cambridge-terrace, W.2, Assistant Tutor. High Court. Pet. Feb. 24. Ord. Feb. 24.  
 MACK, JOHN H., Darlington, Coal Dealer. Stockton-on-Tees. Pet. Feb. 22. Ord. Feb. 22.  
 MARCHANT, FRED D., Kingston-upon-Hull. Kingston-upon-Hull. Pet. Feb. 7. Ord. Feb. 23.  
 MATHERS, ROBERT P., Great Grimsby, Club Steward. Great Grimsby. Pet. Feb. 20. Ord. Feb. 20.  
 MINSHUL, ARTHUR, Altrincham, Laundry Manager. Manchester. Pet. Feb. 22. Ord. Feb. 22.  
 MITTON, THOMAS J., Baynton Hill, nr. Shrewsbury, Miller. Shrewsbury. Pet. Jan. 8. Ord. Feb. 19.  
 MORRIS, B., Purley, Motor Engineer. Croydon. Pet. Jan. 9. Ord. Feb. 20.  
 PLATT, RICHARD C., Louth, Grocer. Great Grimsby. Pet. Feb. 23. Ord. Feb. 23.  
 PRICE, NATHAN, Stoke Newington-rd., Provision Dealer. High Court. Pet. Jan. 22. Ord. Feb. 22.  
 RIES, THOMAS, Barwood, Coal Merchant. Merthyr Tydfil. Pet. Feb. 9. Ord. Feb. 23.  
 SHERAGER, C. & Co., Mincing-lane, General Merchants. High Court. Pet. Jan. 8. Ord. Feb. 22.  
 STACE, ALMON E., Burley, Southampton, Grocer. Salisbury. Pet. Feb. 6. Ord. Feb. 23.  
 STONE, JOHN, Liverpool, Tailor. Liverpool. Pet. Jan. 24. Ord. Feb. 22.  
 SUMNER, ROBERT C., Kingston, Surrey, Farmer and Contractor. Kingston. Pet. Feb. 24. Ord. Feb. 24.  
 THOMAS, FREDERICK E., Maesteg, Assistant Colliery Repairer. Cardiff. Pet. Feb. 21. Ord. Feb. 21.  
 THOMAS, GEORGE, Greenwich, Leather Merchant. Greenwich. Pet. Feb. 22. Ord. Feb. 22.  
 THOMPSON, JAMES E., Stockton-on-Tees, Farmer. Stockton-on-Tees. Pet. Feb. 22. Ord. Feb. 22.  
 THORNE, WILLIAM H., St. Albans, Chemist. St. Albans. Pet. Feb. 22. Ord. Feb. 22.  
 TURLER, HENRY A., Hatton-garden, Shipping and Forwarding Agent. High Court. Pet. Jan. 26. Ord. Feb. 22.  
 WATSON, ARTHUR E., Maid Vale, High Court. Pet. Jan. 15. Ord. Feb. 23.  
 WOOD, ARTHUR V., Bristol, Cabinet Manufacturer. Bristol. Pet. Feb. 19. Ord. Feb. 23.  
 WORTHAM, WILLIAM B., Maidenhead. High Court. Pet. Feb. 23. Ord. Feb. 23.  
 WORTHING, PRYOR, Saint Harmon, Radnor, Licensed Victualler. Newtown. Pet. Feb. 23. Ord. Feb. 23.  
 WRIGHT, WILLIAM D., Luton, Picture Frame Maker. Luton. Pet. Feb. 23. Ord. Feb. 23.

Amended Notice substituted for that published in the *London Gazette* of February 9, 1923:—

STEAD, WILLIAM T., Liverpool, Cotton Waste and Ship's Store Dealer. Liverpool. Pet. Jan. 23. Ord. Feb. 7.

Amended Notice substituted for that published in the *London Gazette* of February 23, 1923:—  
 EDIS, FREDERICK A., Walsoken, Norfolk, Labourer. King's Lynn. Pet. Feb. 20. Ord. Feb. 20.

#### To be Published on March 5th.

Tenth Edition. Price 40s. net; Post Free, 41s.

## NOTES ON PERUSING TITLES

INCORPORATING THE LAW OF PROPERTY ACT, 1922 (THE PROVISIONS OF WHICH HAVE BEEN DISSECTED AND ALLOCATED TO THEIR PROPER HEADINGS IN THE TEXT, THUS SHOWING THE OLD AND NEW LAW IN CONTRAST)

INCLUDING

A SCHEME FOR THE STUDY OF THE ACT AND EXPLANATORY NOTES ON THE SPECIMEN ABSTRACTS GIVEN IN THE ACT.

By LEWIS E. EMMET, Solicitor.

The Solicitors' Law Stationery Society, Limited,

22, CHANCERY LANE, W.C.2.

27 & 28, WALBROOK, E.C.4. 49, BEDFORD ROW, W.C.1.  
 45, TOTHILL STREET, S.W.1. 15, HANOVER STREET, W.1.

#### TEMPORARY

## Shorthand-Typists

(With or without Machines)  
 Supplied by the Hour, Day or  
 Week at reasonable charges.

#### THE SOLICITORS' LAW STATIONERY SOCIETY, LTD.,

104-7, FETTER LANE,  
 LONDON, E.C.4.

Phone:  
 Holborn 1403.

#### DRAFT FORMS OF MEMORANDUM AND

## ARTICLES OF ASSOCIATION

By CECIL W. TURNER, Esq., Barrister-at-Law.

The forms are printed as drafts on one side of sheets of Foolscap, and are in accordance with the COMPANIES ACTS, 1908-1917, and with the latest decisions of the Courts. They have been used for many years by Counsel and Solicitors, and the regulations of thousands of existing Companies are based upon them.

No.	Description	Pages	Price
No. 1.	For a Private Company. <i>Nineteenth Edition.</i>	42 pages	3 6
No. 2a.	For a Public Company. <i>Twelfth Edition.</i>	44 pages	3 6
No. 3c.	For a Company not for profit, and limited by guarantee. <i>Third Edition</i>	26 pages	3 6
No. 3d.	For a Private Company (adopting Table A with modifications). <i>Eighth Edition.</i>	16 pages	2 6
No. 3d*.	For a Public Company (adopting Table A with modifications). <i>Fourth Edition.</i>	15 pages	2 6

#### THE SOLICITORS' LAW STATIONERY SOCIETY, LTD.


22, CHANCERY LANE, W.C.2. 49, BEDFORD ROW, W.C.1.  
 27 & 28, WALBROOK, E.C.4. 45, TOTHILL STREET, S.W.1.  
 15, HANOVER STREET, W.1.

**FIXED INCOMES.—HOMES FURNISHED**  
 on an equitable system of DEFERRED PAYMENT, specially adapted for those with fixed incomes who do not wish to disturb investments. The largest stock in the world to select from. All goods delivered free by Maple's own Motor Service direct to customers' residences in thirty-six counties.—Write for particulars to MAPLE & CO., Tottenham Court-road, London, W.1.

S. HEANES

CERTIFICATED BAILIFF.

PHONE NO. 1 MUSEUM 347.  
 3, PENTON PLACE,  
 King's X (Met. Ry.) W.C.1.



**WESTMINSTER  
BANK LIMITED**

The new name of the  
LONDON COUNTY  
WESTMINSTER  
& PARR'S BANK LTD

Authorized Capital - £33,000,000  
Paid-up Capital - £9,003,718  
Reserve - £9,003,718

*THE BANK is represented by Branches or Agents  
in all the Principal Cities and Towns of the  
United Kingdom and has Correspondents  
throughout the World*

Head Office  
41 LOTHBURY, LONDON, E.C.2

## THE NATIONAL HOSPITAL

FOR THE  
**PARALYSED and EPILEPTIC,**  
QUEEN SQUARE, BLOOMSBURY, W.C.

The largest Hospital of its kind.  
The Charity is forced at present to rely, to some  
extent, upon legacies for maintenance.

Those desiring to provide Annuities  
for relatives or friends are asked to send for particu-  
lars of the **DONATIONS CARRYING LIFE  
ANNUITIES FUND.**

THE EARL OF HARROWBY, Treasurer.

## REVERSIONARY INTEREST SOCIETY, LTD.

ESTABLISHED 1823.

Empowered by Special Acts of Parliament.

**REVERSIONS PURCHASED.**

**LOANS on REVERSIONS and on FREEHOLD  
PROPERTY in POSSESSION.**

The Law Costs on Loans are regulated by Scale.  
Paid-up Share and Debenture Capital **£764,825.**

**30, COLEMAN ST., LONDON, E.C.**

## WOMAN'S MISSION TO WOMEN.

The Missionaries visit the Streets, Hospitals,  
Infirmarys, Police Courts, &c., seeking to  
save erring women.

**Results most encouraging.  
Funds urgently needed.**

Bankers:

Messrs. **BARCLAYS BANK, LTD.,** 95, Victoria St., S.W.1

Office:

**VICTORIA HOUSE, 117, VICTORIA STREET, S.W.1.**

Secretary: **ARTHUR J. S. MADDISON.**

**LONDON GAZETTE** (published by authority) and  
**LONDON and COUNTRY ADVERTISEMENT  
OFFICE.**—No. 120, CHANCERY LANE, FLEET  
STREET, LONDON.

**HENRY GREEN**, Advertisement Agent,  
begs to direct the attention of the Legal  
Profession to the advantages of his long experience of  
upwards of fifty years in the special insertion of all  
pro forma notices, &c., and to solicit their continued  
support.—N.B. Forms, Gratis, for Statutory Notices to  
Creditors and Dissolutions of Partnership, with necessary  
Declaration. File of "London Gazette" kept for free  
reference. By appointment.

## BANKRUPTCY ACT, 1914.

### VACANCY IN OFFICIAL RECEIVERSHIP.

The Board of Trade are prepared to receive from local  
practitioners in law or accountancy applications for the  
appointments at an early date of Official Receiver in Bank-  
ruptcy for the districts of the Bankruptcy Courts of Preston  
and Chorley, Blackburn, Blackpool and Burnley, and also  
of Bolton, in such grouping as may be later determined.

The appointments will be fee paid and carry no pension  
rights.

Applications, with such testimonials as may be available  
should be in writing and addressed to the Inspector General  
in Bankruptcy, Board of Trade, Great George-street, London,  
S.W.1.

**WANTED, Experienced Solicitor's Clerk.** One  
accustomed to keeping the accounts of an Urban  
District Council preferred.—Apply, in first instance, in strict  
confidence, to Box "Y," Solicitor's Journal, 104, Fetter-lane,  
E.C.4.

**DIRECTORSHIPS.**—Large Funds available in  
sums of £2,000, £5,000, and £10,000 for Investment  
in sound Companies having vacant Directorships, which  
involve attendance at Board Meetings only. Accountants'  
investigation will be required at prospective investor's  
expense. Principals, Solicitors, and Accountants only  
replied to.—Write Box 50, Wilson Bell Publicity Ltd.,  
83, Pall Mall, S.W.

**A FIRM** of Country Solicitors requires a room  
and partial use of Clerk in London; Bedford Row  
neighbourhood.—Apply, "B.C.," c/o Solicitors' Journal,  
104, Fetter-lane, E.C.4.

**TYPEWRITER, No. 10** Remington, visible,  
latest model, practically new, £9, worth treble. Remington  
No. 8, practically new, £5; approval; selling through  
death.—Mrs. G., 12, Hereford-road, Paddington, W.3.

### Small Advertisements.

	<b>ONCE</b>	<b>3 TIMES</b>	<b>6 TIMES</b>
<b>30 Words</b>	<b>4s. 0d.</b>	<b>10s. 0d.</b>	<b>18s. 0d.</b>

Every additional 10 Words **1s. 0d.**  
extra for each insertion.

## Messrs. MILWARDS,

**SURVEYORS and VALUERS,**

**OUTER TEMPLE, 222-5, STRAND, W.C.2,**

**SPECIALISE IN**

**ESTATE MANAGEMENT  
AND THE SALE OF**

**PROPERTY INVESTMENTS.**

## LAW ASSOCIATION

For  
the Benefit  
of Widows and  
Families of Solicitors  
in the Metropolis and  
Vicinity. Instituted 1817.  
Supported by Life and Annual  
Subscriptions and by Donations. This  
Association consists of Solicitors taking out  
London Certificates and of retired Solicitors  
who have practised under London Certificates  
and its objects are (amongst others): To grant relief  
to the Widows and Children of any deceased  
Member, or if none, then to other relatives  
dependent on him for support. The  
Relief afforded last year amounted  
to £1903. A Subscription of  
One Guinea per annum  
constitutes a Member  
and a payment of  
Ten Guineas  
Membership  
for Life.

Applications to be made to the **SECRETARY, E. Evelyns**  
Barron, 3, Gray's Inn-place, London, W.C.

## THE OLD MANOR, SALISBURY,

TELEPHONE: 51.

**A Private Hospital for the Care and Treatment of those of both sexes suffering from Mental Disorders.**

Extensive Grounds. Detached Villas. Chapel. Garden and dairy produce from own Farm. Terms very moderate.

ILLUSTRATED BROCHURE ON APPLICATION TO THE SECRETARY.

